City Council

Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Join from PC, Mac, iPad, or Android:
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To participate in Public Forum in person, sign up at the meeting.
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*****ONLINE closes one hour prior to the beginning of public forum****

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

1. Agenda

Subject	**1.1. Motion to amend/adopt agenda**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 5.9. Authorization to Sign a Cooperation Agreement with HowardCenter Inc. - Mayor's Office and place it on the deliberative agenda as item 6.7. (per City Council President Traverse per Councilor Schachter)

2. Work Sessions

Subject	**2.1. BTV Cares (20 mins.)**

Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Work Sessions
Department	Mayor's Office
Type	Information Discussion Communication

Subject	**2.2. 2026 Legislative Priorities discussion (20 mins.)**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Work Sessions
Department	Mayor's Office
Type	Communication Discussion Information

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

Subject	**3.1. Verbal Comments**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

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

Subject	**4.1. Verbal reports**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

5. Consent Agenda

Subject	**5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	5. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	**5.2. Accountability List - DFA**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Communication
Recommended Action	waive the reading, accept the communication and place it on file
Subject	**5.3. November 3, 2025 Regular City Council Meeting Minutes - DFA**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	**5.4. November 3, 2025 Local Control Commission Meeting Minutes - DFA**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	**5.5. March 3, 2026 Annual City Election Calendar - DFA**

Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file

Subject	**5.6. UVM Student Tenant Union November 3, 2025 City Council Public Forum Comments**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Communication
Recommended Action	waive the reading and place the communication on file

Subject	**5.7. Petition to Present to Burlington City Council - SU Traffic Petition**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading and place the communication on file

Subject	**5.8. Chittenden Solid Waste District (CSWD) Fiscal Year 2025 Summary**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Communication
Recommended Action	waive the reading and place the communication on file

Subject	**5.9. Authorization to Sign a Cooperation Agreement with HowardCenter, Inc. - Mayor's Office **now agenda item 6.7****
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Mayor's Office
Type	Action (Consent)
Recommended Action	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
Subject	**5.10. CSWD contract extension - Electric**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve that the General Manager or their delegee may execute the attached contract extension with Chittenden Solid Waste District
Subject	**5.11. B.E.D.'s Property/Boiler and Machinery (B&M) 2025-2026 Insurance renewal - Electric**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	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
Subject	**5.12. 25 Cherry Street - Temporary Encumbrance of East bound Cherry Street and Sidewalk - DEW Construction**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Public Works Department

Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for DEW Construction INC. at 25 Cherry Street requesting use City Right of way for a construction right of way to assist in hotel rebranding and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	**5.13. Missing Person Christopher Harper**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Council and Board
Type	Action (Consent) Information Communication
Recommended Action	waive the reading and place the communications on file
Subject	**5.14. 2025 Open Space Plan - Burlington Conservation Board**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Permitting & Inspections
Type	Action (Consent)
Recommended Action	to refer the Open Space Plan for public hearing and adoption by City Council on December 15, 2025
Subject	**5.15. FIO Documents**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	**5.16. Ordinance: RAISING THE MANDATORY RETIREMENT AGE FOR CLASS A EMPLOYEES (Councilors Barlow, Grant, Singh, Ordinance Committee)**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	5. Consent Agenda
Department	Council and Board
Type	Ordinance - Second Reading Action (Consent)
Recommended Action	**Updated Motion Language:** waive the reading, adopt the ordinance amendment and authorize the Chief Administrative Officer, or their designee, to effectuate any changes to municipal retirement plan documents required by this amendment, with any related changes being subject to any necessary approval by the Board of Finance and City Council **Original Motion Language:** waive the reading, adopt the ordinance, and authorize the Chief Administrative Officer, or their designee, to effectuate any changes to municipal retirement plan documents required by this amendment and to engage in any subsequent effects bargaining with the municipal unions representing Class A employees, with any related changes being subject to any necessary approval by the Board of Finance and City Council

6. Deliberative Agenda

Subject	**6.1. Indoor Entertainment Permit Application (2025-2026): Citizen Cider, 180 Flynn Avenue**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2025-2026 Indoor Entertainment Permit Application for Citizen Cider, 180 Flynn Avenue with all standard conditions
Subject	**6.2. FY25 Annual Report City of Burlington Chittenden County RPC (20 mins.)**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Discussion Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	**6.3. Resolution: March 3, 2026 Annual City Meeting -- Charter Change Re: Establishment Of The Office Of Racial Equity, Inclusion, And Belonging (Charter Change Committee)(15 mins.)**

Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	**6.4. Resolution: The Adequacy Of The Exemption For University Or College Dormitories From The Minimum Housing Code Requirement For Periodic Inspections To The City's Minimum Housing Standards (Councilors Broderick, Bergman, Grant, Kane, Litwin, and Neubieser)(40 mins.)**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	**6.5. Ordinance: SIDEWALK INTERFERENCE BCO Chapter 27, Art. I (Department of Permitting and Inspections)(10 mins.)**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Permitting & Inspections
Type	Ordinance - First Reading Action
Recommended Action	waive the reading and refer the ordinance amendment to the City Council Ordinance Committee
Subject	**6.6. Ordinance: UNLAWFUL ENTRY INTO A MOTOR VEHICLE (Councilor Traverse)(10 mins.)**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Ordinance - First Reading

Recommended Action	waive the reading and refer the ordinance amendment to the City Council Ordinance Committee

Subject	**6.7. Authorization to Sign a Cooperation Agreement with HowardCenter Inc. - Mayor's Office **was agenda item 5.9****
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	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

7. Committee Reports

Subject	**7.1. Verbal reports**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Committee Reports
Department	Council and Board
Type	Information

Subject	**7.2. Communication From Assistant City Attorney Erik Ramakrishnan to City Council Ordinance Committee September 3, 2025 via Email**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Committee Reports
Department	Council and Board
Type	Action Communication
Recommended Action	the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date

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

Subject	**8.1. Verbal reports**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)

Department	Council and Board
Type	Information

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

Subject	**9.1. Verbal reports**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

10. Adjournment

Subject	**10.1. Motion to adjourn**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

11. Informational and Non-Discrimination Statements

Subject	**11.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.**
Meeting	November 17, 2025 - Regular City Council Meeting - Monday, November 17, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

CITY OF BURLINGTON
149 Church Street, Burlington, VT 05401
Phone: (802) 865-7000

MEMORANDUM

To: Burlington City Council
From: Scot Barker, Chief Innovation Officer; Chief Michael Curtin, Burlington Fire Department; Chief Shawn Burke, Burlington Police Department; Lynn Reagan, Interim Director of Human Resources
Date: November 13, 2025
Re: Conclusion of the BTV Cares Program

This memorandum outlines the City's plan to discontinue the BTV Cares program, which is currently operating within the Burlington Police Department, by the end of December 2025, and to work with the Howard Center to ensure continued support for residents in need of community-based mental health services.

Executive Summary

The BTV Cares program, launched in 2024 to expand the City's ability to respond to residents experiencing mental health challenges, will conclude at the end of December 2025 when its grant funding expires. With the end of this external funding, the City will discontinue the program and support similar services already provided by the Howard Center, Chittenden County's Designated Mental Health Agency. This approach aligns with best practices in behavioral health service delivery, in which these services are best provided in a social service setting rather than a police department setting, and is supported by Chief Shawn Burke, Chief Michael Curtin, and former Senior Advisor on Community Safety Ingrid Jonas. In line with the ModernGov initiative, it will also allow the City to refocus its limited funding and staff capacity on community partnerships, collaboration, and systems-level coordination rather than on direct clinical operations.

Background

The BTV Cares program (Cares) was launched in 2024 with short-term grant funding from the State as an innovative way to expand the City's capacity to support residents experiencing mental health challenges, and in response to community demands for alternative approaches to address community safety and health challenges. Cares was based on the CAHOOTS model – a mobile crisis-intervention program created in Eugene, Oregon in 1989. The program goal was to embed licensed clinicians within the Burlington Police Department (BPD) to provide non-emergency mental health support and case management, as requested by law enforcement, the fire department, or community members.

Since Cares began, the program has responded to around 600 total incidents. Most of those incidents are for service coordination and community outreach, both of which are proactive, case management-style interactions. As of October 2025, Cares currently works with approximately 57 people regularly, whether independently or collaboratively with Community Support Liaisons (CSLs). Some of these people had connections to social service providers prior to engagement with the program; others were without connection, and Cares bridged them to a provider. In both circumstances, Cares participants were all having routine contact with the community safety system, regardless of service connection. Some of the many resource connections made for Cares participants include: Turning point, Mercy connections, Therapeutic Works, Spectrum, COTS, Agewell NFI, Howard Center, Vermont Chronic Care Initiative, Pathways, CVOEO, Working Fields, HireAbility Vermont, SASH, Burlington Housing Authority, Outreach (Safe Harbor), Timberlane Pediatrics, Eden Valley Family Room, Vermont Works for Women, and COSA Community Resource Center.

Cares was budgeted to have three full-time staff positions from the BPD, two of which had been filled – a clinical supervisor position and a Cares Team clinician position. The funding to establish Cares came from the City of Burlington in partnership with a State of Vermont, Department of Mental Health (DMH) grant. This was a one-time, short-term, two-year grant, which DMH offered one extension for until December 31, 2025; there was no renewal available after this date.

Reflecting on Program Implementation

The decision to discontinue Cares and allow the Howard Center to take the lead in providing community mental health care is guided by best practices in behavioral health service delivery, an assessment of program implementation, financial considerations, and the existence of a community partner with deep experience providing similar services to Burlington residents.

Trauma-informed best practices

Moving behavioral health service delivery out of a police department setting and into a service provider setting aligns with national models for trauma-informed, community-based mental health care. Community members and racial justice advocates regularly express concerns about this work being conducted and supervised in a law enforcement setting. This setting doesn't provide specialized mental health training or prioritize a healthcare focus, making it ill-suited to house these services. Police oversight can also cause fear and a lack of trust for particular population groups that have had negative interactions with police or those that experience disproportionate police surveillance and enforcement. Importantly, BPD data is entered into a publicly accessible VALCOR system, while community mental health providers like the Howard Center can ensure that sensitive mental health data remains private and HIPAA protected for the vulnerable individuals who engage with these services.

Assessment of the City's community health crisis response

The Cares program was included in several recent City service assessments, all of which came to the same conclusion that 1) there was substantial overlap between the services offered by the Cares program and the Howard Center – and in ways that made these services less impactful overall – and 2) the Howard Center is a better fit for community-based mental health service provision, particularly since no one in the BPD is properly credentialed to oversee the level of clinical mental health services set forth by the Cares program. Many City staff and departments collaborated on these assessments, including former Senior Advisor on Community Safety Ingrid Jonas, BPD Chief Burke, BFD Chief Curtin, and the ModernGov team, as part of its effort to define a clear, coordinated, and sustainable model for community health crisis response for the City of Burlington. The Howard Center was also consulted for its perspectives as a long-time community partner in this field.

Challenges with program implementation

The Cares program, as originally intended, was to include a supervisor, 2 clinicians, and an emergency medical technician (EMT) or registered nurse from a healthcare provider (either the University of Vermont Medical Center (UVMMC) or Burlington Fire Department (BFD)). For reasons described herein, this staffing model could not be implemented and impacted the rollout and effectiveness of the program.

After a year and a half of difficult and ultimately unsuccessful negotiations with UVMMC, the City revised the scope of the program with DMH to exclude the EMT/nurse component – which then did not allow for the full funding of this grant. DMH modified and allowed for BPD to submit invoices for the remaining Cares employee's hours. This staffing challenge also slowed the rollout of the Cares program by delaying the hiring of the supervisor and clinician. This left the program different from and understaffed compared to what was originally envisioned.

The removal of the EMT/nurse from the program also prevented the state from giving Cares/BPD a qualified mental health professional (QMHP) status, which is a specific and regulated designation that enables the provision of a certain level of clinical mental health care that was originally planned for in the Cares program. The lack of an embedded EMT/nurse limited the scope of the mental health services Cares could provide; by comparison, the Howard Center has a QMHP designation and can offer such services through their First Call and other programs.

A precarious funding climate

The State grant that funds BTV Cares expires in December 2025, with no renewal available. The City was unable to identify alternative and sustainable sources of funding – both internally and externally – with which to continue the Cares program beyond this date. No additional allocation of general city funds could be made to

continue the program. Opioid settlement funds could not sustainably fund Cares because we fund the Fire Department's Community Response Team (CRT) with these funds, leaving little left for other needs. Moreover, mental health response and casework is not necessarily an allowable use of opioid funds.

As we have seen in the budgeting process over the past three fiscal years, financial resources are scarce – not only locally, but also at the state and federal levels – and available funding risks being spread unproductively thin. We need to better maximize the impact of our limited funding and staff capacity, and in ways that positions the City to respond effectively, within its scope, to our complex community health and safety challenges.

An established community-based model with experience and expertise

The Howard Center, as Chittenden County's Designated Mental Health Agency, already operates First Call, Street Outreach, and other community-based mental health programs serving Burlington residents. Like the Cares program, Street Outreach offers a systematic approach in which specialists collaborate with police, fire, and service providers to coordinate support and connections to services for individuals with various needs, including mental health and substance use challenges. This program has been in place in downtown Burlington for over 20 years, and its success inspired a sister program – Community Outreach – that has been operating in nine towns and cities in Chittenden County for the past 8 years. Despite this long and deep experience providing this vital work to our community, the City's financial support for the Howard Center remained low for many years under the prior administration, until the current administration quadrupled the City's investment in the Center's Street Outreach services in the FY26 budget. This substantial increase in funding will be important to sustaining this work, and at a critical moment as the Cares program winds down.

Moving Forward

- **Fall 2025:**
    - The end of the BTV Cares program will require that its staff positions be eliminated through a Reduction in Force (RIF). This affects two City employees, given that two of the three budgeted positions for the program were filled. Program staff have been notified of the decision to end the program. As one of the two positions is a Union position, the Union has been working with that employee to identify possible city positions per the City's RIF policy.
    - The City is finalizing an updated partnership agreement (MOU) with the Howard Center outlining roles, responsibilities, coordination protocols, and monitoring and evaluation for behavioral health response. This was approved at the Board of Finance meeting on November 3, 2025 and is on the consent agenda for the full City Council at the November 17, 2025 Council meeting.

- According to a BPD memo #2025 – 25 (enclosed), effective September 8, 2025, CSLs and Howard Center Street Outreach (SO) will be the primary responders on designated call types, dependent on reported violence or danger factors. CSLs will be available via radio and prepared to respond to the following call types: Welfare Check (physical safety) and Overdose. SO will be reached via phone and will respond to the following call types: Mental Health Issue and Suicide Attempt / Person expressing Suicidal Ideation / Welfare Check - mental health concerns.

- **By December 15, 2025:** BTV Cares operations will conclude, and any Cares clients will be transitioned to community-based service providers to ensure uninterrupted access to mental health services and case management.

- **Ongoing:** City staff will continue to coordinate with the Howard Center and other community partners as the City evolves and grows its Community Health and Safety strategy.

Conclusion

This is a critical moment for Burlington, in which we face many intersecting challenges with limited funding and resources. The BTV Cares program was a worthwhile effort that left us with data points and lessons learned to guide our pathway forward in how to best support residents with mental health challenges, particularly those who interface regularly with the community safety system. Mayor Mulvaney-Stanak's administration remains firmly committed to supporting holistic community safety approaches and wants to see this work move forward; this is evidenced in the renewed and increased financial support for the Howard Center, as well as ongoing support for CSLs, the launch of the Situation Table, and the upcoming launch of the City Circle initiative. As the county's Designated Mental Health Agency with a long history of providing these specialized services, the Howard Center is best positioned to take the lead at this time, ensuring the continuation and long-term stability of the collaborative, community-based care residents rely on.

We are profoundly grateful to the BTV Cares program staff – Clinical Supervisor Jenal Dumas and Cares Team Clinician Carly Levinson – who dedicated countless hours to this vital and difficult work. We applaud their service to this City and their care for the wellbeing of all residents, especially our most vulnerable. We are deeply appreciative to Lacey Smith, Assistant Director of the Crisis, Advocacy, Intervention Programs (CAIP), for her ongoing support of and collaboration with the Cares program. We thank Chief Burke and Chief Curtin for their leadership and continued support for community-based approaches and outreach. We also thank the BFD and BPD officers and staff who have supported and worked with the Cares program. Finally, we offer a special appreciation to Burlington residents, community advocates, city councilors, especially Councilor Melo Grant, and City staff who have relentlessly highlighted the need for alternative, holistic approaches to traditional law enforcement and championed the City's and community partners' efforts to grow in this space.

POLICE DEPARTMENT
CITY OF BURLINGTON

TO: Board of Finance and City Council
FROM: Acting Chief of Police Jon Murad
DATE: June 2, 2023
RE: Request to accept funding from Department of Mental Health for Burlington CARES

Request:
The Burlington Police Department seeks to enter into a two-year contract with and accept a two-year grant award from the Vermont Department of Mental Health (DMH). This grant will help fund the program the City is calling "Burlington CARES," for "Crisis Assessment, Response, and Engagement Service." (The concept derives from the CAHOOTS team located in Eugene, Oregon). Burlington CARES will deploy two-person teams consisting of a paramedic or registered nurse (or similar personnel) and a clinician to respond to crises requiring medical intervention. This is a two-year state grant for $667,252 over two years.

Background:

During the fall of 2022, DMH requested proposals to reduce the number of mental-health clients seeking assistance at the University of Vermont Medical Center emergency department (UVMMC ED). In the late fall of 2022, Jackie Corbally was hired as a part-time Crisis Implementer. In November 2022, Community Support Supervisor Lacey Smith, Jackie Corbally, and the undersigned responded to the DMH RFP. In this proposal the original intent was to partner with Howard Center. Through stakeholder conversations, including between Mayor Weinberger and Howard Center CEO Bob Bick, it became evident that Howard Center was not currently positioned to undertake this initiative. The City decided to hire clinicians as full-time City employees. It remains part of the plan that Howard Center will be part of an advisory committee and therefore continue to have an important voice in Burlington CARES's community-based response capability.

On January 17, 2023, the city was notified that it was awarded the grant. Since that time DMH has been moving the grant through the state processes and it is anticipated DMH will be seeking a final signature in June 2023 to award the monies allocated.

Funding:
The currently expected, preliminary cost estimates to operate Burlington CARES are:

Year 1:	City	$400,000
	DMH	$362,042
	Project Cost:	$762,042
Year 2:	City	$310,323
	DMH	$305,210
	Project Cost:	$615,533

Board of Finance Motion
The following motion is looking for approval:

1) To approve and recommend that the City Council approve and authorize the Acting Chief of Police to execute all necessary documentation in acceptance of the grant awarded to the City from the Vermont Department of Mental Health for a two year cost share for the implementation of Burlington CARES, upon final review and approval of the City Attorney's Office.

City Council Motion
The following motion is looking to:

1) To approve and authorize the Acting Chief of Police to execute all necessary documentation in acceptance of the grant awarded to the City from the Vermont Department of Mental Health for FY24 and FY25, a two-year cost share for the implementation of Burlington CARES, upon final review and approval of the City Attorney's Office.

Respectfully and sincerely,

Jon Murad
Acting Chief of Police

POLICE DEPARTMENT
CITY OF BURLINGTON

TO: Board of Finance and City Council
FROM: Chief of Police Jon Murad
DATE: July 20, 2023
RE: Burlington CARES Overview, Position Requests, and Structure

Summary:
This memo provides an overview of the status of the program the City is calling "Burlington Crisis Assessment, Response, and Engagement Service," or "Burlington CARES." Burlington CARES will deploy two-person teams consisting of a clinician and a paramedic or registered nurse (or similar personnel) to respond to crises requiring mental-health care and/or medical intervention. Burlington CARES will be led by a clinical supervisor. (The programmatic concept derives, in part, from the CAHOOTS program in Eugene, Oregon.)

Request for Three Positions:
The Burlington Police Department (BPD) seeks approval for two job descriptions and three positions associated with Burlington CARES," for "Crisis Assessment, Response, and Engagement Service."

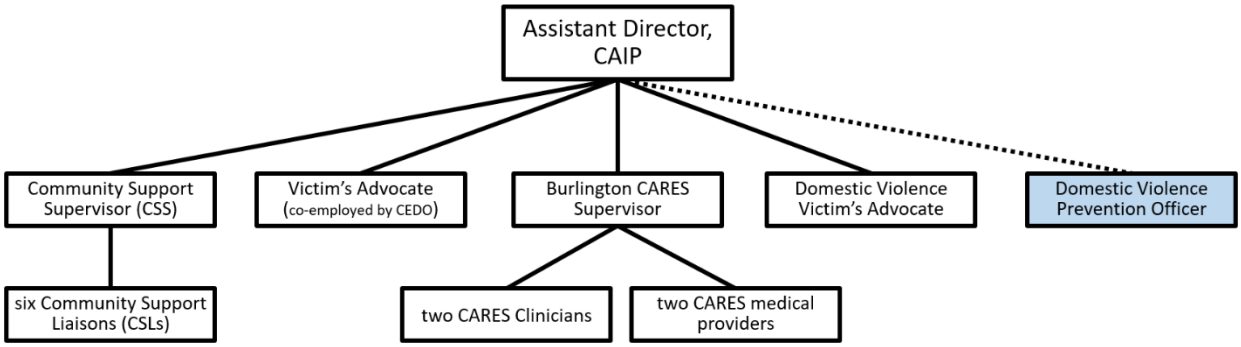
- One (1) Burlington CARES Clinical Supervisor, a Regular, Exempt, AFSCME, Grade 20 position
- Two (2) Burlington CARES Clinicians, a Regular, Exempt, AFSCME, Grade 19 position

These positions will reside within the BPD. The City is also working with the UVM Medical Center to provide two nurses that will be part of the BTV Cares team.

See attached job descriptions.

Funding:
The preliminary cost estimates to operate Burlington CARES were previously articulated to the Board of Finance and approved by a City Council resolution pertaining to granting permission to accept a grant from Vermont Department of Mental Health. The approximate projected Year 1 costs are $762,042; approximate projected Year 2 costs are $615,533.

Structure:
Burlington CARES will operate out of the Burlington Police Department, specifically the BPD's Crisis, Advocacy, Intervention Programs unit, or CAIP. The proposed organizational structure of CAIP, including Burlington CARES, is shown below. Note that CAIP is comprised entirely of non-sworn, professional staff resources with the exception of the Domestic Violence Prevention Officer. The DVPO works and is collocated with CAIP, but, as a sworn police officer, reports to the Deputy Chief of Operations. Please note, too, that the Community Service Officers (CSOs) are not part of CAIP; they are operational staff and organizationally reside within the Uniformed Services Bureau, reporting to the Officer In Charge for operational purposes and the Community Service Manager for administrative purposes.



The police facility at One North Avenue has space to house the CAIP configuration, although interior physical plant renovation and construction will be required.

Board of Finance Motion
The Burlington Police Department respectfully requests that the Board of Finance recommend the creation of:

- One (1) Burlington CARES Clinical Supervisor, a Regular, Exempt, AFSCME, Grade 20 position.
- Two (2) Burlington CARES Clinicians, a Regular, Exempt, AFSCME, Grade 19 position.

City Council Motion
The Burlington Police Department respectfully requests that the City Council approve the creation of:

- One (1) Burlington CARES Clinical Supervisor, a Regular, Exempt, AFSCME, Grade 20 position.
- Two (2) Burlington CARES Clinicians, a Regular, Exempt, AFSCME, Grade 19 position.

Respectfully and sincerely,

Jon Murad
Chief of Police

Appendix 1: Burlington CARES Proposal Overview

The City of Burlington seeks to develop a team of clinicians and medical professionals (to be known as "Burlington CARES," or Crisis, Assessment, Response, and Engagement Service). Burlington CARES will provide in-person, in-the-field response to real-time calls for service. The medical-professional component may be Advanced EMTs, paramedics, or registered nurses; if EMTs or paramedics, they will be employees of the Burlington Fire Department. Burlington CARES will respond to calls such as those relating to:

- Mental-health conditions
- Substance-use disorder
- Trauma-related conditions
- Other emotional, medical, psychological, or behavioral health needs

In most cases, Burlington CARES's objective will be to respond to active crisis situations and deploy de-escalation techniques grounded in person-centered, trauma-informed approaches, prior to or in lieu of any law-enforcement interaction.

In some instances Burlington CARES may be called to assist law-enforcement at crisis situations where law-enforcement has the lead.

Additionally, it is anticipated that Burlington CARES could respond to incidents such as welfare checks, medical events, and non-fatal overdoses. Because Burlington CARES is partially funded by a grant from the State of Vermont Department of Mental Health, it will also focus on preventing hospital referral whenever possible, which can be best accomplished by providing proactive, in-the-field outreach that precedes and *prevents* crisis incidents.

Calls will primarily be relayed through the Burlington Police Department's Emergency Communications Center (aka, "Dispatch"), but also may come direct from local service providers like Howard Center or NFI, or from City staff, elected officials, and citizens. Members of Burlington CARES must specialize in deescalation. Burlington CARES must be able to respond to crisis calls involving subjects of any age; therefore, Burlington CARES must field members who have additional specialized training to work with youth and families.

Burlington CARES will intervene in crisis situations where armed law enforcement is not necessary, although Burlington CARES members must also have the expertise to assess situations to determine whether police response is in fact necessary and then request and support police as appropriate. Burlington CARES will be unarmed and will work within the nonprofit and public system. It is anticipated Burlington CARES will primarily respond to mental-health-related incidents.

Burlington CARES will consist of members specifically assigned to Burlington CARES who will collocate and codeploy. It is anticipated that Burlington CARES will be housed among the Crisis Advocacy Intervention Programs, or CAIP, wing of the BPD.

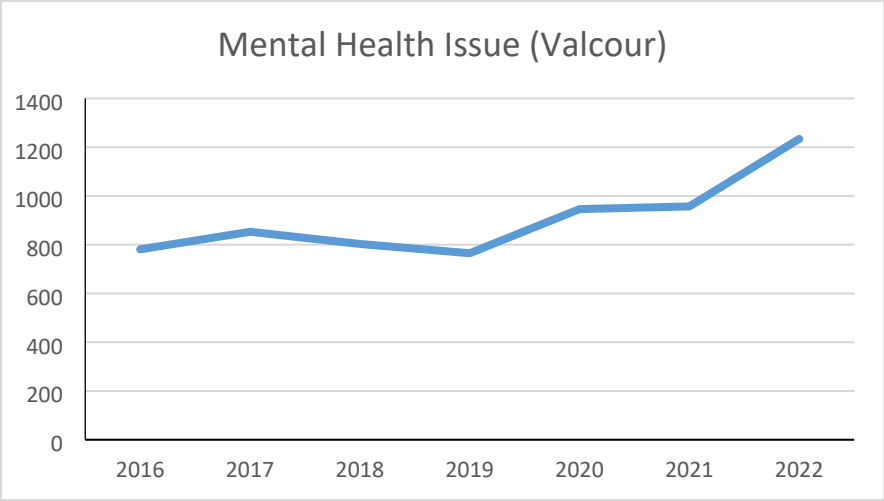
Burlington CARES will connect with and work with other social-service providers. Burlington CARES will share identifiable data with City partners (in accordance with the Health Insurance Portability and Accountability Act (HIPAA)). Burlington CARES will share deidentified data about call volume and call type with the public. Burlington CARES will operate in geographic areas throughout the city of Burlington.

Burlington CARES will seek to approach patients where they are, including on the street and in encampments. It will also conduct follow-up in these locations.

The City expects Burlington CARES to be able to achieve a cohesive service network with other providers, as well as cross training in person-centered, trauma-informed approaches.

Burlington CARES will assess the to-be-determined volume of mental-health-related incidents applicable to Burlington CARES and then determine whether Burlington CARES will have capacity to address non-crisis incidents. The BPD's current volume is shown below.

BPD INCIDENTS	2016	2017	2018	2019	2020	2021	2022
"Mental Health Issue"	781	853	803	765	946	957	1,234
"Overdose"	71	70	56	58	100	145	251



Appendix 2: Proposed Preliminary Timeline for Burlington CARES

DATE	DELIVERABLE	PRIMARY PERSONNEL
6/23/2023	UVMMC/City (admin) meet to discuss roles, positions, and expectations	Mayor Weinberger and UVMMC President and COO Dr Leffler
6/23/2023	Staff positions posted	Community Support Supervisor Lacey Smith and Roz King, RN
7/10/2023	Vehicle identified and purchased	Fire Chief LaChance
7/17/2023	Develop DMH requirements	Implementer Jackie Corbally and CSS Smith
7/24/2023	UVMMC/City develop and sign MOU	RN King and Implementer Corbally and legal staff
7/31/2023	UVMMC/City develop protocols and policies for implementation	Implementer Corbally
8/7/2023	Implement EHR software (Simple Practice)	Implementer Corbally
8/14/2023	Prospective personnel for all positions identified and in hiring process	CSS Smith and RN King
8/21/2023	Convene first Advisory Board meeting	Police Chief Murad and Implementer Corbally
9/11/2023	Onboard and train personnel	CSS Smith and Implementer Corbally
9/252023	**Burlington CARES operational**	

# # #

Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

Date: November 17, 2025
To: City Council
From: Mayor Emma Mulvaney-Stanak
Re: City of Burlington 2026 Legislative Priorities

For your consideration, here are the City of Burlington's top three legislative priorities for the 2026 session. These priorities remain much the same as for the 2025 session, given that we are heading into year two of the biennium with very little progress made during year one. Also herein are other legislative initiatives the Administration will monitor.

We created the list of priorities after soliciting input from the City staff; from our Burlington state legislative delegation and City Councilors; from last year's City Council work sessions and this one today; from outreach to various community stakeholders; and from Burlington residents through such means as Mayor meet-ups and constituent calls and emails. There remains broad support among City Staff, legislators, City Councilors, and the public for the five priorities listed below in the first section of the memo.

The second section of the memo lists additional legislative initiatives that we will monitor and support, as those too are aligned with Administration goals and values.

We appreciate developing these priorities alongside you and invite your endorsement of the top three so we can be unified in advocating for the needs our City and our residents during the upcoming legislative session.

City of Burlington's Top Three Legislative Priorities for 2026

1. **ADDRESSS CHITTENDEN COUNTY'S HOUSING EMERGENCY WITH NEW SHELTER CAPACITY AND WRAP AROUND SERVICES**

   Protect and expand emergency, transitional, and permanent supportive housing in Burlington and Chittenden County, ensuring 24/7 shelter and embedded services remain available. Using a mix of campus or small-village models and smaller apartment-style homes, these programs provide low- to high-barrier options with coordinated supports for mental health, substance use, and long-term housing stability.

2. **APPROPRIATE STATE FUNDING FOR CRITICAL WATER INFRASTRUCTURE**

   Appropriate additional state funding to support water, stormwater, and wastewater distribution and collection system in master planning work and capital upgrades. Explore new financing options to help the City improve needed water infrastructure to allow more housing development to occur in the city. The City locally invested sizable resources through two infrastructure bonds passed overwhelmingly by voters in March 2025 for our water, stormwater and wastewater systems. Additional state assistance

will relieve local taxpayers from shouldering alone the financing that is needed to support our environmental and climate protections and our ability to develop critically needed housing for the region.

3. SUPPORT THE CITY'S CHARTER CHANGES

Listed below are five Charter Change proposals still pending in the Legislature. All five received resounding support by Burlington voters but have been passed over by the legislature over the past several years; they deserve a fair hearing. The sixth item list below would codify REIB as a Chartered Department, a proposal we expect to see on the March 2026 Town Meeting Day ballot.

GUN REFORM**:**

- **Ban guns in establishments that serve alcohol.** The legislature could take this action on a statewide level. Absent that action, the legislature should allow the City to take this action through a charter change. The City passed a charter change over 10 years ago—and again last year—that would ban guns in establishments that serve alcohol **(approved by voters in 2014 by 68% of the vote and again in 2025 with 87% of the vote).**

    - ***As well, the legislature should take up other gun reform measures*** *such as banning guns not just in bars but other "sensitive areas," such as government buildings, at demonstrations, or at playgrounds and other places where children gather.*

TENANTS RIGHTS AND HOUSING AFFORDABILITY FOR TENANTS (two items):

- **Create rental protection by passing the just cause eviction charter change and give all cities and towns the authority to implement rent stabilization.** This will keep more people housed and avoid some people cycling into homelessness due to evictions with no cause to rent increases or other displacement in a difficult rental housing market **(approved by voters in 2021 with 63% of the vote).**

- **Require landlords to notify tenants of rent increases in a more timely fashion.** Currently, the required notice period is 90 days; providing the City the authority to increase the notice period through our ordinance process would help tenants stay housed **(approved by voters in 2025 with 65% of the vote).**

COMMUNITY AND MAYORAL POLICE OVERSIGHT

- The City approved in a special election on November 5, 2024 a charter change proposal to create an independent police oversight panel within the Police Commission and which adds a provision clarifying that the Chief of Police's authority is subject to the Mayor's as Chief Executive Officer, in line with other Department Heads (**approved by voters in 2024 with 62% of the vote**)

MUNICIPAL AUTHORITY TO MAKE CHANGES TO WARD AND COUNCIL-DISTRICT BOUNDARIES

- **This charter amendment would allow the Burlington City Council to propose changes to ward and council-district boundaries without sending those proposals to the Vermont Legislature**. Burlington voters would need to approve, but boundary changes, which could

be made once every five years, would not need to be enacted by the General Assembly. This change would align Burlington's process with common municipal practice in Vermont (**approved by voters in 2025 with nearly 69% of the vote).**

UPCOMING CHARTER CHANGE ITEM**:**

Enshrining the Racial Equity Inclusion and Belonging Department (REIB) in the City's Charter, affirming our commitment to equitable and inclusive communities by enshrining (if placed on ballot and then passed by voters on Town Meeting Day 2025).

Legislative Initiatives of Interest—to Monitor

The Mayor's Office will also monitor and support other possible initiatives that like the City's Top Three, are aligned with administration goals and values. These initiatives are grouped below in accordance with the administration's goals and values.

In addition to what is listed below, we will also track and support any polices that help us protect our residents and our rights from Trump Administration actions.

Community Safety

Ensure Community Justice Centers are adequately funded to continue providing pre-charge diversion, a key community safety program that allows for a swift response to crime and to victims and which helps reduce burden on the courts. Pre-charge diversion monies fund our CJC-BPD direct referral program as well as the soon-to-be-launched City Circles program for ordinance violations that carry criminal penalties. The legislature needs to continue funding for pre-charge diversion so we can sustain programs that provide an immediate and consistent community-based response to criminal activity and disorder.

Allow the City to use license plate reader technology for traffic and parking enforcement, while also ensuring municipalities to use safeguards to protect personal data and not allow use of data for other purposes.

Ample, Safe, Affordable Housing

Alongside housing-related charter changes and supporting state funding for critical water infrastructure:

Expand Sales Tax Reallocation (STR) for projects in Step 2 Centers to allow the City to use this incentive to make critical upgrades to municipal infrastructure to make private development feasible and desirable in downtown and neighborhood areas. Overlayed with the City's IZ ordinance, any new development will also be required to include a certain percentage of affordable housing or pay into our Housing Trust Fund.

Explore flexible options for Burlington's TIF districts and/or other financing options to help the City improve needed infrastructure to allow more housing development to occur in the city.

Climate

Support more state funding for Green Mountain Transit to avoid further cuts in service to Burlington and Chittenden County and to ensure service is in line with community needs and the State's climate goals.

Extend Energy Efficiency Modernization Act (Act 142 of 2024) to allow efficiency utilities like BED to continue to have flexibility for the 2027-2029 performance period to invest certain efficiency funds into greenhouse gas emission reduction programs and projects. This is a no-cost proposal that supports climate action.

Obtain delegated authority for implementing a local pollution prevention program. Currently only the State has authority to administer and regulate federal pre-treatment regulations regarding wastewater treatment. We and the State believe there is benefit to having a local program to support our businesses in moving towards more lake friendly practices without having to "refer" our industries to the State for permitting. Benefits include local knowledge of our system and ability to have permitting fees remain in the City vs. paid to State. DPW has been in close communication with the State on proposed draft language. Given that we would implement this as a "voluntary" program (not required) we don't anticipate that this will be too contentious.

Good Governance and Affordability

Enact health care reform to support employers who face significant rising health care costs and perennial budgeting challenges. The City faces a significant burden with recent insurance premiums increases, which contributes to budget gaps and our ability to provide current city services.

Support the recommendations on a state school construction aide program.

Equity

Offer funding for programs and supports for at-risk youth; **support juvenile justice proposals that help justice-involved youth and protect against disproportionate impacts on youth of color**.

Offer more funding for municipalities to fund language access services for communities with high LEP populations.

Protect consumers from inequitable towing fees. Strengthen consumer protections related to the towing and storage of vehicles, with added language indicating that owners of stolen cars be immune from towing fees. Victims of this crime face financial burden upon their vehicle's recovery, mostly due to steep towing fees. The impact of the cost disproportionately impacts community members without resources to pay what can often be a very expensive bill.

Accelerate the establishment of a state Office of New Americans (ONA). This is currently in a study committee. We seek acceleration of this effort given Trump Administration actions and policies that target and negatively impact immigrants, their families, and our communities. ONAs help immigrant community members through efforts such as improving access to legal aid, English language programs, streamlining pathways to professional licensing and employment, supporting immigrant entrepreneurs, and offering resources for employers, schools, and communities. Burlington's immigrant population numbers in the thousands, so an ONA in Vermont could benefit a significant portion of our community and the city as a whole.

Overdose Prevention Center Community Survey
Your Voice Matters

Encuesta Comunitaria sobre el Centro de Prevención de SobredosisParticipa en la Encuesta

Enquête Communautaire sur les Centres de Prévention des OverdosesParticipez à l'Enquête

استطلاع مجتمع مركز الوقاية من الجرعات الزائدةقم بإجراء الاستطلاع

अधि सेवन रोकथाम केन्द्र सामुदायिक सर्वेक्षणसर्वेक्षण लिनुहोस्

Uchunguzi wa Jamii wa Kituo cha Kuzuia Mzigo wa Dawa Shiriki katika Uchunguzi

SCAN ME

https://survey.alchemer.com/s3/8493864/Burlington-VT-OPC-Community-Survey

Available Until December 15th 2025

Learn More About OPC's and Watch our Webinar with Dr. Brandon Marshall, Project Weber Renew & VCJR

News & Events | Burlington, VT

BURLINGTON VERMONT

VCJR Vermonters for Criminal Justice Reform

Overdose Prevention Center Community Survey

Encuesta Comunitaria sobre el Centro de Prevención de SobredosisParticipa en la Encuesta

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Uchunguzi wa Jamii wa Kituo cha Kuzuia Mzigo wa Dawa Shiriki katika Uchunguzi

Online Survey Open Until December 15th

Learn More at

The City OPC Webpage

Questions?

tvezina@burlingtonvt.gov

jess@vcjr. org

https://survey.alchemer.com/s3/8493864/Burlington-VT- OPC-Community-Survey

CITY COUNCIL ACCOUNTABILITY LIST

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

Prepared by: Lori Olberg, Council and Licensing Coordinator

11/17/2025

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
2	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
3	9/23/2024	Resolution: The Establishment Of A Downtown Public Safety HUB	the Public Safety Committee shall engage the community on its vision for a public safety hub, and this engagement shall include consultation with interested community partners, including, but not limited to, Neighborhood Planning Assemblies, the DPW Commission, Board of Health, Director of Business and Workforce Development and Church Street Marketplace Commission, Burlington Police Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community	the Public Safety Committee shall report back on the ideas and input from the community to the City Council on or by January 21, 2025, including any specific options or recommendations for a public safety hub (e.g.) new or existing freestanding structures, existing storefront space, a mobile public safety hub, etc.); and BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, it is the stated intent of the full City Council to act on specific options or recommendations from the Public Safety Committee on or by March 10, 2025
4	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	on or before March 24, 2025; by March 10, 2025 **UPDATE: The note with the action should state that the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date.**
5	7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to to the Parks, Arts and Culture Committee	not-specified
6	8/25/2025	Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Ackowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students	it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being	end of this calendar year
7	9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
8	9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified
9	9/29/2025	Ordinance: Parking Enforcement	referred to the Ordinance Committee	not-specified
10	10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified
11	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee)	referred to the Charter Change Committee	12/1/2025
12	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to Pledge Credit of the City (Referral to Charter Change Committee)	referred to tbe Charter Change Committee	12/1/2025

BURLINGTON CITY COUNCIL
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
November 3, 2025

1. Agenda

1. Agenda
City Council President Traverse convened the meeting at 6:09 pm.
Members present: City Council President Traverse, Councilors Barlow, Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Neubieser, Schachter and Singh (all in person); Councilor Kane (online)
Others present: Mayor Mulvaney-Stanak, COS Jacobsen, City Attorney Brown and Lori Olberg

Subject	**1.1. Motion to amend/adopt agenda**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 5.1. Accountability List - DFA and place it on the Deliberative Agenda as item 6.4. (per City Council President Traverse per Councilor Litwin) ; add to the consent agenda item 5.18 Indoor Special Event Entertainment Permit Application (one day only): SEABA Center, 400 Pine Street, October 31, 2025, 5 pm - 10 pm, reception and fundraiser

1.1. Motion to amend/adopt agenda
Motion made by Councilor Singh, seconded by Councilor Schachter, to adopt the agenda as amended to also include removing consent agenda item 5.2 Accountability List - DFA and placing it on the deliberative agenda as item 6.4.
Motion passed unanimously.

2. Executive Sessions (45 mins.)

2. Executive Sessions (45 mins.)
City Attorney Brown spoke to this agenda item.
The two motions were made by Councilor Singh, seconded by Councilor Schachter. Motions passed unanimously.
Executive session began at 6:18 pm.
Executive session ended at 6:55 pm.

Subject	**2.1. A. Financial relief to small businesses re municipal construction; B. Threatened litigation regarding an election matter; and C. City of Camden et al v. 3M Company, 2:23-cv-03147.**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Sessions (45 mins.)
Department	City Attorney
Type	Action Procedural

Recommended Action

1. To make a specific finding that premature general public knowledge of confidential attorney-client communications made for purposes of providing professional legal services to the City Council would clearly place the City at a substantial disadvantage by discussing privileged matters and attorney work product in public; and
2. To move into executive session based upon the foregoing specific finding, pursuant to 1 V.S.A. § 313(a)(1)(F), to confer with the City Attorney regarding:
    a. Financial relief to small businesses in relation to municipal construction, to include the members of the City Council, the City Attorney and her staff, the Mayor and her staff, the Chief Administrative Officer and her staff, the CEDO Director and her staff, and the DPW Director and his staff; and
    b. Threatened litigation regarding an election matter, to include members of the City Council, the City Attorney and her staff, the Mayor and her staff, and the Chief Administrative Officer and her staff
    c. Issues relevant to certain class action litigation, to include members of the City Council, the City Attorney and her staff, the Mayor and her staff, the Chief Administrative Officer and her staff, and the Water Resources Director.

2.1. A. Financial relief to small businesses re municipal construction;
B. Threatened litigation regarding an election matter; and
C. City of Camden et al v. 3M Company, 2:23-cv-03147.

3. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**

3. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**
City Council President Traverse opened the Public Forum at 6:55 pm.
City Council President Traverse closed the Public Forum at 7:17 pm.

Subject	**3.1. Verbal Comments**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3.1. Verbal Comments

BTV residents (in person):
Greg Epler Wood: new issue - petition presentation
Scott Lowe: communication: Scott Lowe (policy analysis)
Ethan Kieffner: Student Housing
Yeraz Kaligian: Student Housing
Benjamin "Benjy" Robke: student housing
Gabby Grzan: student housing

BTV resident (online):
Sharon Bushor - tech issues, did not work

Non BTV resident (in person):
Sandy Harper: missing son

Non BTV resident (online):
Keren Sita: do not play her/try her

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

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

Subject	**4.1. Verbal reports**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

4.1. Verbal reports

5. Consent Agenda

5. Consent Agenda

Subject	**5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Council and Board

Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated

5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Motion made by Councilor Schachter, seconded by Councilor McKnight, to adopt the consent agenda as amended and take the actions indicated. Motion passed unanimously.

Subject	**5.2. Accountability List - DFA **NOW AGENDA ITEM 6.4.****
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file

5.2. Accountability List - DFA ****NOW AGENDA ITEM 6.4.****

Subject	**5.3. Tobacco and Tobacco Substitute Endorsement License Renewals (2025-2026): Jolley #526 (Stewart's Shops)**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement License Renewals for Jolley #526 (Stewart's Shops)

5.3. Tobacco and Tobacco Substitute Endorsement License Renewals (2025-2026): Jolley #526 (Stewart's Shops)

Subject	**5.4. Designation of Municipal Enforcement Officers - Attorney's Office**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	City Attorney

Type	Action (Consent)
Recommended Action	to approve the designation of municipal enforcement officers as shown on the attached designation form for purposes of enforcing Chapter 27 of the Burlington Code of Ordinances, subject to the City's existing policies respecting sheltering on public lands

5.4. Designation of Municipal Enforcement Officers - Attorney's Office

Subject	**5.5. Communication: UVM Student Tenant Union re: 10/21/25 City Council Public Forum Comments**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading and place the communication on file

5.5. Communication: UVM Student Tenant Union re: 10/21/25 City Council Public Forum Comments

Subject	**5.6. Communication: Scott Lowe, Paralegal/Community Advocate, re: Potential Impacts of Proposed Homestead Exemption and Tax Rate Inflator on Renters and Broader Municipal Equity**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file

5.6. Communication: Scott Lowe, Paralegal/Community Advocate, re: Potential Impacts of Proposed Homestead Exemption and Tax Rate Inflator on Renters and Broader Municipal Equity

Subject	**5.7. Memorandum of Understanding (MoU) between the Friends of the Fletcher Free Library (Friends) and the Fletcher Free Library-City of Burlington - Library**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda

Department	Fletcher Free Library
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of the Fletcher Free Library to execute the Capital Campaign Memorandum of Understanding with the Friends of the Fletcher Free Library subject to review and approval of the City's Attorney

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

Subject	**5.8. Church Street Marketplace - 62 Church Street Storefront - Authorization to Award Lease**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Church St. Marketplace
Type	Action (Consent)
Recommended Action	to 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

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

Subject	**5.9. Burlington Harbor Marina: Dredging Maintenance Project: Procurement and Contracting - Parks, Recreation and Waterfront**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	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

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

Subject	**5.10. May 2025 Local Control and City Council Meeting Minutes - DFA**

Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

5.10. May 2025 Local Control and City Council Meeting Minutes - DFA

Subject	**5.11. June 2025 City Council With Mayor Presiding, City Council, Local Cannabis Control Commission and Local Control Commission Meeting Minutes - DFA**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

5.11. June 2025 City Council With Mayor Presiding, City Council, Local Cannabis Control Commission and Local Control Commission Meeting Minutes - DFA

Subject	**5.12. July 2025 Local Cannabis Control Commission, Local Control Commission and City Council Meeting Minutes - DFA**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

5.12. July 2025 Local Cannabis Control Commission, Local Control Commission and City Council Meeting Minutes - DFA

Subject	**5.13. August 2025 Local Control Commission, City Council and City Council With Mayor Presiding Meeting Minutes - LO**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

5.13. August 2025 Local Control Commission, City Council and City Council With Mayor Presiding Meeting Minutes - LO

Subject	**5.14. September 2025 Local Control Commission and City Council Meeting Minutes - DFA**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

5.14. September 2025 Local Control Commission and City Council Meeting Minutes - DFA

Subject	**5.15. October 2025 Local Control Commission, Local Cannabis Control Commission, City Council With Mayor Presiding and City Council Meeting Minutes - DFA**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

5.15. October 2025 Local Control Commission, Local Cannabis Control Commission, City Council With Mayor Presiding and City Council Meeting Minutes - DFA

Subject	**5.16. Regular Schedule of Meetings of the Board of Finance and City Council through August 24, 2026 - DFA**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information
Recommended Action	to approve the above list of meetings through August 24, 2026

5.16. Regular Schedule of Meetings of the Board of Finance and City Council through August 24, 2026 - DFA

Subject	**5.17. FIO Documents**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	for information only

5.17. FIO Documents

Subject	**5.18. Special Event Indoor Entertainment Permit Application (one day only): SEABA, 400 Pine Street, October 31, 2025, 5 pm - 10 pm, art reception and fundraiser**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	ratify the one day only special event indoor entertainment permit application for SEABA, 400 Pine Street, October 31, 2025, 5 pm - 10 pm, art reception and fundraiser

5.18. Special Event Indoor Entertainment Permit Application (one day only): SEABA, 400 Pine Street, October 31, 2025, 5 pm - 10 pm, art reception and fundraiser

6. Deliberative Agenda

6. Deliberative Agenda

Subject	**6.1. Director of Parks, Recreation and Waterfront Appointment - Mayor (15 mins.)**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	move to confirm the appointment of Phil Lewis to the position of Director of the Department of Parks, Recreation, and Waterfront

6.1. Director of Parks, Recreation and Waterfront Appointment - Mayor (15 mins.)
Phil Lewis introduced himself.
Motion made by Councilor Bergman, seconded by Councilor Grant, to approve the motion as presented. Motion passed unanimously.
Councilor Neubieser was not at the table to vote.

Subject	**6.2. Proposed Changes to BED Miscellaneous Service Fees - Electric (15 mins.)**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Burlington Electric Department
Type	Action
Recommended Action	**UPDATED MOTION LANGUAGE:** 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, **provided BED will request of the PUC that these changes take effect no earlier than March 31, 2026**. **ORIGINAL MOTION LANGUAGE:** 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

6.2. Proposed Changes to BED Miscellaneous Service Fees - Electric (15 mins.)
Darren Springer and Emily Stebbins-Wheelock spoke to this agenda item.
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as amended:

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, **provided BED will request of the PUC that these changes take effect no earlier than March 31, 2026**.

Motion passed unanimously.

Subject	**6.3. Resolution: Strengthening The Relationship Between The City Administration, City Council, And Neighborhood Planning Assemblies (NPAS)(CDNR Committee)(20 mins.)**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

6.3. Resolution: Strengthening The Relationship Between The City Administration, City Council, And Neighborhood Planning Assemblies (NPAS)(CDNR Committee)(20 mins.)
Jonathan Chapple-Sokol spoke to this agenda item.
Motion made by Councilor Neubieser, seconded by Councilor Litwin, to waive the reading and adopt the resolution.
Motion passed unanimously.

Subject	**6.4. Accountability List - DFA **was consent agenda item 5.2.****
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action Communication Information
Recommended Action	waive the reading, accept the communication and place it on file

6.4. Accountability List - DFA **was consent agenda item 5.2.**
Motion made by Councilor Litwin to waive the reading, accept the communication and place it on file and to make sure that the Accountability List is reviewed and updated as needed.

7. Committee Reports

7. Committee Reports

Subject	**7.1. Verbal reports**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Committee Reports
Department	Council and Board
Type	Information

7.1. Verbal reports

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

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

Subject	**8.1. Verbal reports**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

8.1. Verbal reports

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

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

Subject	**9.1. Verbal reports**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

9.1. Verbal reports

10. Adjournment

10. Adjournment

Subject	**10.1. Motion to adjourn**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Adjournment
Department	Council and Board
Type	Procedural Action
Recommended Action	Motion to adjourn

10.1. Motion to adjourn
City Council President Traverse adjourned the meeting at 8:52 pm. Motion passed unanimously.

11. Informational and Non-Discrimination Statements

11. Informational and Non-Discrimination Statements

Subject	**11.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.**
Meeting	November 3, 2025 - Regular City Council Meeting - Monday, November 3, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

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

BURLINGTON LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
November 3, 2025

1. Agenda

1. Agenda

City Council President Traverse convened the meeting at 7:18 pm.
Members present: Mayor Mulvaney-Stanak, City Council President Traverse, Commissioners Barlow, Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Neubieser, Schachter and Singh (all in person); Commissioner Kane (online)
Others present: COS Jacobsen, City Attorney Brown and Lori Olberg

Subject	**1.1. Motion to amend/adopt agenda**
Meeting	November 3, 2025 - Local Control Commission Meeting - Monday, November 3, 2025, 7:15 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

1.1. Motion to amend/adopt agenda
Motion made by Commissioner Broderick, seconded by Commissioner Neubieser, to adopt the agenda as presented.
Motion passed unanimously.

2. Consent Agenda

2. Consent Agenda

Subject	**2.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	November 3, 2025 - Local Control Commission Meeting - Monday, November 3, 2025, 7:15 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Council and Board

Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

2.1. Motion to adopt the consent agenda and take the actions indicated
Motion made by Commissioner Broderick, seconded by Commissioner Neubieser, to adopt the agenda as presented.
Motion passed unanimously.

Subject	**2.2. First, Second and Third Class Liquor License Renewals (2025-2026): see attached list**
Meeting	November 3, 2025 - Local Control Commission Meeting - Monday, November 3, 2025, 7:15 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	approve the 2025-2026 First, Second and Third Class Liquor License Renewals as listed with all standard conditions

2.2. First, Second and Third Class Liquor License Renewals (2025-2026): see attached list

3. Adjournment

3. Adjournment

Subject	**3.1. Motion to adjourn**
Meeting	November 3, 2025 - Local Control Commission Meeting - Monday, November 3, 2025, 7:15 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

3.1. Motion to adjourn
City Council President Traverse convened the meeting at 7:19 pm. Motion passed unanimously.

March 3, 2026
Annual City Election

March 3rd, 2026 Annual City Election

Date	Event	Statutory Authority	
Thursday, December 11th, 2025	First day to warn first public hearing on proposed Charter Amendments in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645(a)(3),(6) 17 V.S.A. 2642	Not earlier than 40 days prior to 1st Public Hearing
Saturday, December 13th, 2025	First day to warn second public hearing if held for proposed Charter Amendments by posting in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645(a)(3),(6) 17 V.S.A. 2642	Not earlier than 40 days prior to 2nd Public Hearing
Monday, December 15th, 2025	**Last practical date for City Council to propose Charter Changes (existing City Council meeting)**	Practical consideration given **City Council meeting schedule** & posting copy of changes requirements in 17 V.S.A. 2645(a)(2), (3)(B)	
Monday, December 15th, 2025	Last practical day to file petition for Charter Change Ballot Question signed by 5% of voters with City Clerk	Practical consideration given Charter Change Hearing Warning Rquirements in 17 V.S.A. 2645(a)(2)	
Tuesday, December 16th, 2025	Deadline for Clerk to return defective Charter Change petitions	17 V.S.A. 2642(a)(3)(B)	within 24 hours of receipt
Wednesday, December 17th, 2025	Deadline for petitioners to file supplementary petitions for Charter Change Ballot Question	17 V.S.A. 2642(a)(3)(B)	within 48 hours after petition returned by clerk
Sunday, December 21st, 2025	Last day to warn first public hearing on proposed Charter Amendments in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645 (a)(3),(6) 17 V.S.A. 2642	Not later than 30 days prior to 1st Public Hearing
Tuesday, December 23rd, 2025	Last day to warn second public hearing on proposed Charter Amendments by posting in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645 (a)(3),(6) 17 V.S.A. 2642	Not later than 30 days prior to to 2nd Public Hearing
Saturday, January 10th, 2026	Official copy of proposed Charter Amendments	17 V.S.A. 2645(a)(2)	at least 10 days prior to 1st

	filed with the City Clerk & open for public inspection		Public Hearing
Monday, January 12th, 2026	City Council Designation of Paper to Publish Warning in annual resolution as paper of publication	17 V.S.A. 2641(b)	Annual designation of paper of general circulation to publish in
Thursday, January 15th, 2026	Last day to publish warning of 1st and 2nd Charter Change Public Hearings, in newspaper designated in annual resolution as paper of publication	17 V.S.A. 3641(b)	at least 5 days before 1st hearing
Thursday, January 15th, 2026	Last day to file petition for non-Charter Change ballot question signed by 5% of voters with City Clerk	17 V.S.A. 2642(a)(3)(A)	not less than 47 days prior to election
Friday, January 16th, 2026	Deadline for Clerk to return defective petitions (non-charter)	17 V.S.A. 2642(a)(3)(B)	within 24 hours of receipt
Monday, January 19th, 2026	Deadline for petitioners to file supplementary petitions (non-charter)	17 V.S.A. 2642(a)(3)(B)	within 48 hours after petition returned by clerk
Tuesday, January 20th, 2026	**First Public Hearing on proposed Charter Amendments (existing City Council meeting)**	**City Council Schedule;** 17 V.S	at least 30 days prior to election
Thursday, January 22nd, 2026	**Second Public Hearing on proposed Charter changes**	17 V.S.A. 2645(a)(5)	If charter change is proposed by petition, the 2nd public hearing must be held no later than 10 days after the first public hearing
Thursday, January 22nd, 2026	First day to post warning & notice of elections in same places as public hearing warnings were posted	17 V.S.A. 2641(a)	not more than 40 days prior to election
Thursday, January 22nd, 2026	Last day for BCA/ City Council polling place designation	17 V.S.A. 2501(a)	at least 40 days prior to election
Thursday, January 22nd, 2026	Last day for BRV to divide checklist into wards/district	17 V.S.A. 2501(a)	at least 40 days prior to election
Monday, January 26th, 2026 5:00 p.m.	Deadline for filing nominating petitions, consent forms, and endorsement forms for Councilors, Ward Officers, School Board, Mayor	17 V.S.A. 2681 (a)(1)(A),(a)(2)	6th Monday prior to election
Monday, January 26th, 2026	Last practical date for revisions to proposed Charter Amendments by City Council	Practical consideration	

March 3, 2026
Annual City Election

Monday, January 26th, 2026	Last practical date for City Council to approve non-Charter ballot questions (existing City Council meeting)	Practical consideration	
Tuesday, January 27th, 2026	Non-conforming petitions returned by Clerk	17 V.S.A. 2681(e)	within 24 hrs of receipt
Wednesday, January 28th, 2026 5:00 p.m.	Deadline to submit supplemental petitions (if necessary)	17 V.S.A. 2681(e)	Wed. after filing deadline 5:00 p.m.
Wednesday, January 28th, 2026 5:00 p.m.	Deadline for withdrawing consent to be on the ballot	17 V.S.A. 2681(d)	Wed. after filing deadline 5:00 p.m.
Monday, January 30th, 2026	Last day to post warning of public informational meeting on any public questions in 2 public places in the City & in the clerk's office	17 V.S.A. 2680(h)(1)	at least 10 days prior to Public Informational meeting
Sunday, February 1st, 2026	Last day to post election Warning & Notice	17 V.S.A. 2641(a)	not less than 30 days prior to election
Sunday, February 1st, 2026	Voter Registration Checklist Posted	17 V.S.A. 2141	at least 30 days prior to election
Sunday, February 1st, 2026	Last day to post election warnings & notice & checklist	17 V.S.A. 2641(a)	not less than 30 days before election
Monday, February 9th, 2026	Practical day to hold Public Informational Meeting on non-Charter Ballot questions (exsiting City Council meeting)	17 V.S.A. 2680(h)(2)(A)	within 30 days of election
Wednesday, February 11th, 2026	Last date to receive Local Ballots	17 V.S.A. 2681a(a)	at least 20 days prior to election
Wednesday, February 11th, 2026	Last day to post copy of revised charter changes based upon comments at Public Hearings in all places hearing notices were posted	17 V.S.A. 2645(a)(4)(A)	no less than 20 days before election
Wednesday, February 11th, 2026	1st Publication of Bond Vote Warning Notice in Paper	24 V.S.A. 1756	3 consecutive weeks on the same day of the week with the last publication being not last than 5 or more than 10 days before the election and in five public places 2 week

March 3, 2026
Annual City Election

Tuesday, February 17th, 2026	Last day to post Bond Vote Warning in five places in the City	24 V.S.A. 1756	at least two weeks prior to the election
Wednesday, February 18th, 2026	2nd Publication of Bond Vote Warning Notice in Paper	24 V.S.A. 1756	3 consecutive weeks on the same day of the week with the last publication being not last than 5 or more than 10 days before the election
Saturday, February 21st, 2026	Last day to post sample ballots for City Election in clerk's office & 2 public places in wards	17 V.S.A. 2522(a)	at least 10 days prior to election
Saturday, February 21st, 2026	Last day to Test Ballots and Voting Machines	17 V.S.A. 2493(b)	at least 10 days prior to election
Wednesay, February 25th, 2026	3rd Publication of Bond Vote Warning Notice in Paper Paper of General Circulation (7 Days or BFP)	24 V.S.A. 1756	3 consecutive weeks on the same day of the week with the last publication being not less than 5 or more than 10 days before the election
Thursday, February 26th, 2026	Last day to publish Warning and Notice of City Election in local paper of general circulation (7 Days or BFP)	17 V.S.A. 2641(b)	at least 5 days prior to election
Friday, February 27th, 2026	Last day to request that an Absentee Ballot be mailed to voter	Practical Consideration	
Monday, March 2nd, 2026	Last day to request and vote by absentee ballot **Clerk's Office to Close at 1:00pm** **Ballot Boxes to Close at 4:30pm**	17 V.S.A. 2531(a)(1)(A)	
Tuesday, March 3rd, 2026 7:00 a.m. to 7:00 p.m.	**Election Day - Polls Open**	**17 V.S.A. 2561, 2640**	
Friday, March 13th, 2026	Deadline to submit Charter Change materials to the Secretary of State's Office	17 V.S.A. 2645 (b)(2)	Within 10 days of Election
Saturday, May 2nd, 2026	Deadline to submit Voter Participation	17 V.S.A. 2593	Within 60 days of Election

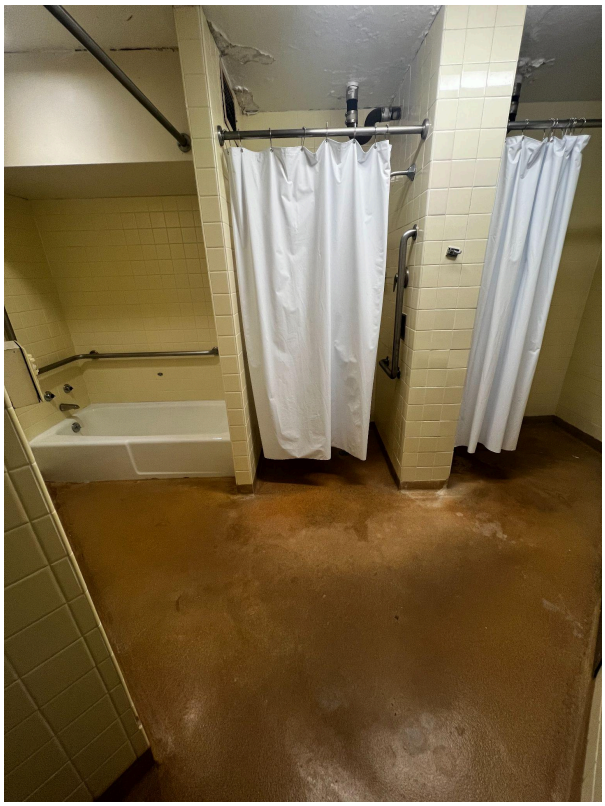
UVM STUDENT TENANT UNION

September 6th, 2025 — Living and Learning

“sewage water bubbled up from the ground and started flooding our dorm. It trapped my roommate in the dorm [because] of how big the puddle was”

Fall 2025 — Coolidge Hall

“our two showers for all the girls on our floor, INCLUDING the bath tub! With no curtain, no knobs…”



October 20th, 2025 — Converse Hall

“Exposed wiring in converse basement”

October 4th, 2025 — Mercy Hall

“my light fixture randomly fell on my friends head”

October 15th, 2025 — Richardson Hall

“leak in richardson lobby that has apparently not been fixed for a year or more”

October 19th, 2025 — Converse Hall

“...this spooky thing happened three times now in the whole semester...”

Below is a link to a video submitted by the student who experienced the leak:

https://tinyurl.com/STU-Converse-Leak

PETITION to Present to BURLINGTON CITY COUNCIL

WE THE UNDERSIGNED, residents on or adjacent to SOUTH UNION STREET, respectfully request that appropriate Traffic Calming Measures be installed on SOUTH UNION STREET between HOWARD STREET and MAIN STREET.

Between Howard and Spruce is a distance of 0.2 miles with two side streets and no crosswalks.
Between Spruce and Maple is a distance of 0.2 miles with two side streets and no crosswalks.
Between Maple and Main is a distance of 0.1 miles with one side street and no crosswalks.

South Union is used by many Edmunds' students and their parents to walk or bicycle back and forth to the school. Since construction began two years ago, South Union traffic has increased, and the two almost quarter-mile stretches between Howard and Maple has allowed some drivers of vehicles—individual and commercial—to well exceed the 25 mile/hour speed limit, thus jeopardizing the safety of our residents.

	PRINTED NAME	ADDRESS	APT	SIGNATURE	DATE
1	Greg EplerWood	369 So Union			9/28/25
2	Philip Mann	325 S. Union			9/28/25
3	Anna Gallagher	55 Cliff			9/28/25
4	[illegible]	251 S. Union			9/28/25
5	JOHN HALL	14 Cliff			"
6	CATHERINE HALL	378 S. Union			"
7	Ken Hampel	354 S. Union St			9/29/2025
8	Priscilla Douglas	143 Spruce St.		Priscilla Douglas	9/28/25
9	Jacqueline Poston	441 S Union St			9/28/25
10	LUKE PARKER	441 S UNION ST			9/28/25
11	Margaret Adams	82 Adams St			9/28/25
12	Ryan Mann	82 Adams St			9/28/25
13	Ethan Mann	507 S Union			9/28/25
14	MARIE-HÉLÈNE SAVARD	507 S UNION			9/28/25
15	Christina Marcyes	387 So Union			9/28/25
16	Nicholas Crawford	387 S. Union St			9/25/25
17	Hannah Waite	291 S. Union St			9/28/25
18	Daniel Glatt	291 S. Union St			9/28/25
19	Chloe Moskowitz	60 Spruce St	G		9/28/25
20	Leslie Crawford	375 So. Union St.			9/28/25
21	Lynn Gagelle	196 S. Union St			9/28/25
22	Eileen Blackwood	196 S. Union St			9/28/25

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	PRINTED NAME	ADDRESS	APT	SIGNATURE	DATE
23	Jennifer Gurley	368 S Union 05401		[signature]	9/28/25
24	Scott Phillips	368 S. Union 05401		[signature]	9-28-25
25	Annika Heintz	305 S Union	2	[signature]	9/28/25
26	Padma Mendelsund	305 S Union	2	[signature]	9/28/25
27	Annika Lathrop	305 S Union	2	[signature]	9/28/25
28	Izzy Guido	72 Adams		[signature]	9/28/25
29	Morgan McKean	72 adams		[signature]	9/28/25
30	Caroline Cross	72 Adams		[signature]	9/28/25
31	Lisa DeNatale	319 S ~~Union~~ Union St.		[signature]	9/28/25
32	Kimberly Moran	32 Kingsland Ter		Kimberly Moran	9/28/25
33	Barbara Perry	[signature]		[signature]	
34	Ana Guillot	[signature] 284 S. Union St		[signature]	9/28/25
35	Alex Reeves	[signature] 491 South Union		[signature]	9/28/25
36	William Purdy	27 Kingsland Terr		[signature]	9/28/25
37	Frank M Guillot	284 S. Union		[signature]	9/28/25
38	Andrea B. Rogers	387 So Union		Andrea B. Rogers	9/28/25
39	Mary Tudhope	299 So Union		Mary Tudhope	9/28/25
40	Joyce Hagan	316 S. Union		Joyce Hagan	9/28/25
41	David Jenemann	23 Kingsland Terr		[signature]	9/28/25
42	Lisa Brighenti	" "		Lisa M. Brighenti	9/28/25
43	Gary McCaffer	22 Kingsland Terr		[signature]	9-28-25
44	Miles Waite	[signature]	[illegible]	138 Spruce	9/28/25
45	KEVIN BURNS	326 S UNION ST APT 5	5	[signature]	9/28/25

PETITION to Present to BURLINGTON CITY COUNCIL

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	PRINTED NAME	ADDRESS	APT	SIGNATURE	DATE
46	Mary Ann Lickteig	3[illegible] S. Union St		Mary Ann Lickteig	9/28/25
47	Joseph Hogan	316 S. Union St		Joseph Hogan	9/28/25
48	John Leary	292 S. Union St		John Leary	9/28/25
49	Harrison Boutcher	595 South William Street	Unit	Harrison Boutcher	9/28/25
50	Brian Lansbury	35 Bayview St		Brian Lansbury	9/28/25
51	Tasha Lansbury	35 Bayview St		Tasha Lansbury	9/28/25
52	Megan Erin Wood	369 S Union St		Megan Erin Wood	10/9/25
53	Andrea Gray	153 Howard		Andrea Gray	10/11/25
54	Stevan Boutcher	319 S. Union St.		Stevan Boutcher	10/13/25
55	Stephanie Mueller	354 S. Union St		Stephanie Mueller	10/13/25
56	John Wadhams	401 S. Union St.		John Wadhams	10/13/25
57	Dale Wadhams	401 S. Union St		Dale Wadhams	10/13/25
58	Jan Schultz	17 Bayview St		Jan Schultz	10/13/25
59	Sue Burton	17 Bayview St		Sue Burton	10/13/25
60	Shayna Lynn	32 Bayview St		Shayna Lynn	10.13.25
61	Erik Trinkaus	32 Cliff St		Erik Trinkaus	10/13/25
62	KATHRYN TRINKAUS	32 CLIFF ST		KATHRYN TRINKAUS	10/13/25
63	Isabella Alimonti	491 S. Union St		Isabella Alimonti	10/13/25
64	Janet Stamboliau	11 Beech St.		Janet Stamboliau	10/13/25
65	Jacquie Dragon	14 Beech St.		Jacquie Dragon	10/13/25
66	Charlotte McCorkel	14 Beech St		Charlotte McCorkel	10/13/25
67					

Chittenden Solid Waste District (CSWD) Fiscal Year 2025 Summary

The Chittenden Solid Waste District (CSWD) is a municipality created to implement solid waste management mandates legislated by the State of Vermont. The District is governed by a Board of Commissioners representing the communities of Chittenden County, Vermont.

Our Mission

CSWD's mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective, and economical manner.

Financials

CSWD generated $18.9 million in total revenues and $15.8 million in total expenses. Highlights include a $1.5 million grant from the VT Department of Environmental Conservation, $375 thousand gain on the sale of real estate, and both the Organics Recycling Facility and the Drop-Off Centers delivered positive net operating income (before depreciation). The District ended FY25 in a positive net position with operating reserves equaling 4.3 months.

Waste Diversion

This year's Waste Diversion Report shows some positive changes in how our community manages waste. Total solid waste generation for residents, businesses and institutions in Chittenden County increased to 317,905 tons, up from 304,843 tons in 2023. Although the tonnage generated increased, the amount of municipal solid waste (MSW) diverted from the landfill (recycled or composted) also increased by 13.8% to 100,719 tons. The total MSW diversion rate is at 54.7%, continuing a trend of long-term steady growth.

New Location for Materials Recycling Facility (MRF)

After a few years of setbacks, CSWD has purchased a 38-acre parcel on Redmond Road, in Williston. This will serve as the new location for the state-of-the-art recycling facility, which is slated to open in January 2027. The project is estimated to cost $38 million, funded

through CSWD reserves, grants, and a $22 million bond approved by Chittenden County voters.

New Contamination Policy at the Organics Recycling Facility

CSWD's Organics Recycling Facility (ORF) has worked hard to remove contamination in our finished compost. Now we're focusing on reducing the contamination that comes with food scraps in the first place. ORF staff developed a contamination policy to address this issue. It's based on our MRF Quality Control Policy and adapted to the unique needs of composting. We gathered input from compost facilities across the country, organics haulers, food scrap generators, and CSWD's Outreach, Communications, and Compliance teams. By addressing contamination at the source, we can reduce the strain on the composting process and continue to make premium quality compost and soil products at the ORF.

Expanded Hours and Material Acceptance in Burlington

This past year, we made significant enhancements to our operations at our Drop-Off Center (DOC) in Burlington, located at 339 Pine Street. In addition to food scraps and blue-bin recycling (paper, cardboard, boxboard, metal cans and foil, glass jars and bottles, rigid plastic containers, and rigid plastic packaging), CSWD now accepts household trash (no bulky items), scrap metal, shredded paper, and wood ash at the Pine Street facility. CSWD also increased hours to a five-day weekly schedule: Tuesday through Saturday from 8:00 am to 3:30 pm, which aligns with our five other Drop-Off Centers in Chittenden County.

Household Survey

CSWD partnered with the University of Vermont's Center for Rural Studies to survey Chittenden County residents about their waste management habits and knowledge of waste reduction practices. A total of 1,873 people responded, and an overwhelming majority (97%) said it is very or somewhat important to reduce the amount of waste they create. Among Drop-Off Center users, 94.7% reported that using the facilities is either very easy or somewhat easy. When it comes to managing food scraps, 34% of respondents compost at home, 23% use a private hauler, 15.7% bring food scraps to a Drop-Off Center, and 11.4% still throw them in the trash. CSWD will use the survey results to tailor communications and outreach efforts, ensuring programs and messaging meet the needs of the community and support improved waste diversion practices.

CSWD Launches New Website

CSWD launched our newly redesigned website, now easier to navigate and full of helpful resources for residents and businesses. One of the highlights is our updated A–Z Guide,

which makes it simple to find out how to properly recycle, compost, or dispose of nearly any item. Check it out to make waste management in Chittenden County easier than ever!

Battery Blitz

CSWD, in partnership with Call2Recycle and Earth Rangers, hosted a battery collection contest for schools across Vermont. Underhill Central School earned top honors, collecting the most batteries and winning a $1,000 prize! Seven schools came together to collect over 4,000 pounds of batteries—equivalent to the weight of 15 native Vermont black bears. The Battery Blitz School Mission combines environmental action with friendly competition, uniting students, teachers, and community members in the shared goal of collecting and recycling used batteries from home and school.

CSWD wins Environmental Leadership Award for Solar Glasses Collection Program

The Northeast Recycling Council (NERC) honored CSWD with the Environmental Leadership Award for Outstanding Program, recognizing our solar glasses collection in partnership with Astronomers Without Borders (AWB). Following the April 2024 solar eclipse, CSWD's program diverted 115,020 solar eclipse glasses from the landfill.

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.

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. [1] 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

[1] HowardCenter Inc.is not a typo. As registered with the Secretary of State, there is not a space between "Howard" and "Center".

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.

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: _____	By: _____
Katherine Schad, CAO	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 thereinto, 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 By: DocuSigned by: Sandra McGuire 851A9DD5C5CE415...
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.

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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.

DocuSigned by:
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)

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: _____

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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.

By: DocuSigned by: Sandra McGuire 854A9DD5G5GE415...

Duly Authorized Agent

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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). 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

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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:

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

(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.

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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

ACORD

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melissa Kavanagh	
Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	PHONE (A/C, No, Ext): (802) 383-1621	FAX (A/C, No):
	E-MAIL ADDRESS: mkavanagh@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B : Arch Insurance Company	11150
HowardCenter Inc 208 Flynn Ave. Suite 3J Burlington, VT 05401	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR	X	X	PHPK2724093-000	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	PHPK2724093-000	10/1/2025	10/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE	X	X	PHUB923386-000	10/1/2025	10/1/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A	X	ZAWCI9964305	10/1/2025	10/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.			PHPK2724093-000	10/1/2025	10/1/2026	$1M each incident	3,000,000
A	Abuse/Molestation			PHPK2724093-000	10/1/2025	10/1/2026	aggregate	1,000,000

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
149 Church Street
Burlington, VT 05401

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.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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

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.

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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 _____

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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

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

Chittenden Solid Waste District

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

By:

Witness

Darren Springer, General Manager

ATTEST

CHITTENDEN SOLID WASTE DISTRICT

By:

Witness

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:
☒	Board of Finance	11/3/2025
☒	City Council	11/17/2025
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	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.

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 24th, 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 W1H 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: From mm	dd	yyyy	To mm	dd	yyyy	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
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	-6.8%	$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

MEMO

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**	
Total Values		**$91,688,200**	**$238,429,200**	
Policy Limit		**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
Total Premium		**$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:
☒	Board of Finance	11/3/2025
☒	City Council	11/17/2025
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	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.

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: October, 24 2025

CC: Laura Wheelock, P.E.; Division Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.

RE: 25 Cherry Street – Temporary Encumbrance of East bound Cherry Street and Sidewalk – DEW Construction

Request

The Applicant, DEW Construction, INC, d/b/a, contractor for the establishment located at 25 Cherry, is requesting approval for an encumbrance of the East bound lane of Cherry Street and the sidewalk on the south side of Cherry Street. DEW Construction is proposing a temporary construction area to assist with the rebranding and renewal of Hotel Vermont room The request, if approved, will formally permit a temporary construction area within City Right of Way in front of the establishment at 25 Cherry Street, through a License Agreement with the City.

As stated in Burlington Code of Ordinance Chapter 27-32(a): "*No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council."*

Overview

DEW Construction submitted an encumbrance permit application to the Department of Public Works on September 4th, 2025, requesting to occupy 4150 square feet of City right-of-way space on Cherry Street, directly in front of the business on the public sidewalk.

The proposed encumbrance will occupy approximately four thousand one hundred fifty feet (4150') of the area roadway and sidewalk area directly in front of 25 Cherry. The designated construction area will encumber the East bound lane of Cherry Street and sidewalk adjacent to the Hotel Vermont building. The encumbered ROW will be the staging area for a tele-lift and two storage containers and a space to park a large truck for unloading/loading.

The Applicant will be responsible for any maintenance or repairs and any other conditions as defined in the License Agreement for the length of the agreement.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City.

Thank you for your consideration of this request. Please do not hesitate to contact me directly at ASchwencke@burlingtonvt.gov or 802-495-6176

Attachment

A. Application
B. DPW Recommendation Form
C. Photographs
D. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for DEW Construction at 25 Cherry Street requesting use of the City Right of way for a Construction staging area to further recommend that the City Council authorize the Mayor to enter into a temporary license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application for DEW Construction INC. at 25 Cherry Street requesting use City Right of way for a construction right of way to assist in hotel rebranding and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

D.E.W. Construction Corp.
277 Blair Park Rd, Suite 130
Williston VT, 05495

This Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipality validly existing under the laws of the State of Vermont ("City"), and D.E.W. Construction Corp., a Vermont corporation with a principal place of business located at 277 Blair Park Rd, Vermont 05495 ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Background. The City owns property, including the street and sidewalk right-of-way adjacent to 25 Cherry Street ("Premises"). The Burlington Harbor Hotel Group, LLC ("Owner") owns the current Marriot Courtyard Hotel ("Hotel") adjacent to the Premises. The Owner has retained the Licensee to renovate the interior of the Hotel("Project"). The Project requires occupying 20' of the travelled south side portions of Cherry Street and full width of the sidewalk adjacent to the Property.

D. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. DEFINITIONS

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

B. "Encumbrance Fee" means the sum of the encumbrance application fee and the square foot use fee annually set by the City.

C. "Party" means the City or Licensee and "Parties" means both the City and Licensee.

D. "Premises" means the sidewalk and roadway directly in front of 25 Cherry Street.

E. "Property" means the Hotel building located at 25 Cherry Street that is adjacent to the Premises that is the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee's obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.

B. Term. This Agreement shall commence on the Effective Date and expire on 5/15/26.

C. Termination. This Agreement may be terminated as set forth in this paragraph. Upon

termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

i. **Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.

ii. **Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.

iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing, greenbelt, and roadway adjacent to the property.

v. **Renewal.** This agreement is non-renewable.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install and maintain a temporary encumbrance on the sidewalk and roadway adjacent to the Hotel for the term set forth in this Agreement. Licensee may use and maintain the sidewalk and roadway existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment B.

5. LICENSE CONDITIONS

A. Lane Shift. The approved lane shift will follow Manual on Uniform Traffic Control Devices (MUTCD) adjacent to 25 Cherry Street and must be maintained in full compliance with the City of Burlington Engineering Standards and Traffic division requirements

B. Snow Removal. If there is a snow event the Licensee shall facilitate all snow removal within the Premises. All snow removed from within the premise of the encumbered area shall be removed off site and is not permitted to be stockpiled near the proximity of the encumbered area.

C. City Infrastructure and Right of Way Improvements. In the event that a City project involves right of way or infrastructure improvements on Cherry Street or adjacent areas, which directly affect the existing sidewalk and or roadway of the encumbered area, these areas shall be vacated to allow the appropriate city department to perform necessary repairs. Once repairs have been executed the Licensee may resume encumbering the approved area.

D. Maintenance. Licensee shall maintain the sidewalk and roadway to the satisfaction of the City, which includes maintaining them in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the roadway and sidewalk.

E. Placement. The jersey barriers shall be placed and maintained in accordance with all conditions set by the Department of Public Works and shall not impede the City's ability to maintain the road, sidewalk, parking meters, greenbelt, or any other City property. The jersey barriers and fencing are not to cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.

F. Appearance. Licensee shall pick up and sweep debris created by its use of the public right-of-way. Licensee shall keep additional privacy screens within the chain link fences to minimize eye sores and construction debris from escaping the encumbered area.

5. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an encumbrance fee, as described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning on the Effective Date and ending 05/13/2026.

C. Parking Meter Fee. Licensee shall pay all associated parking meter fees.

6. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, Commercial General Liability insurance, from an insurer rated A-:VII or better by A.M. Best Co. that is qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than $1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy on a primary, non-contributory basis with waiver of subrogation and thirty (30) days' notice of cancellation.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance reasonably acceptable to the City on an Accord form, with copies of all required endorsements attached. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

7. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, damages, liens, penalties, fines, and costs (including attorneys' fees and costs) arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents,

contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement, excepting all such claims arising from the City's own gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of t Licensee or any third party.

8. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the privileges granted to Licensee under this Agreement.

9. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

10. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

11. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

12. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

13. ASSIGNMENT OF RIGHTS

If Licensee is no longer the contractor for the Project, it may temporarily assign the privileges granted herein to the Owner for a period of sixty (60) days after closing. The Owner or any subsequent contractor for the Project shall execute a new agreement with the City and provide proof of insurance within the sixty
(60) day period. Failure to comply with this section shall constitute a discontinued use under **§3.C.i**

of this Agreement.

14. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

15. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, notwithstanding the passage of time. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

17. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

18. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

19. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, except that it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed against its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

20. ATTACHMENTS

The following attachments are adopted, incorporated by reference, and made part of this Agreement:

A. Attachment A: Licensee's Application

B. Attachment B: Department of Public Works Encumbrance Recommendation Form

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance

E. **Attachment E:** Meter Fees for 25 Cherry Street

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. 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.

The Parties hereto have executed this Agreement

LICENSEE
D.E.W. Construction Corp.
277 Blair Park Rd. STE130, Williston, VT 05495

By: _____
Taylor Woodward / President

Date: 11/04/2025

By: _____
Matthew Wheaton / Executive Vice President

Date: 11/04/2025

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak
Duly Authorized

Date: _____

City of Burlington, VT

November 4, 2025

REN-25-12

ROW Encumbrance Permit

Status: Active

Submitted On: 9/4/2025

Primary Location

25 Cherry Street
Burlington, VT 05401

Owner

BURLINGTON HARBOR HOTEL GP LLC
25 CHERRY ST
BURLINGTON, VT

Applicant

Mark Selig
802-207-8556
mselig@dewconstruction.com
277 Blair Park Road #130
Williston, Vermont 05495

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

This encumbrance permit application is for the current Marriot Courtyard Hotel at 25 Cherry Street re-branding project. The project requires taking over 20' of the travelled portion of Cherry Street on the south side. The parking spaces on the north side of Cherry street will also be required in order to maintain two way traffic. The sidewalk from the entrance to the Marriot and Hotel Vermont courtyard to the north south sidewalk running along the east side of Battery Street. The area will be enclosed with Jersey Barriers with fencing on top along the south side of the double yellow center lines from the entrance to the Marriot and Hotel Vermont courtyard to the north south sidewalk running along the east side of Battery Street. The east and west sides of enclosure will be with a combination of Jersey Barriers with fence on top and chain link fence with gates to allow for drive through construction deliveries and waste removal. Signage will be provided to notify pedestrians of the sidewalk closure.

Location of Encumbrance *

25 Cherry Street

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

0.56

Encumbrance Start Date

10/22/2025

Encumbrance End Date

05/13/2026

Area Encumbered (Square Feet)

4150

Company Information

Company Name

DEW Construction

DBA Name

DEW Construction

Phone

802-872-0505

FAX

Street Address

277 Blair Park Rd. STE 130

City, State Zip

Williston, VT 05495

Email

mselig@dewconstruction.com

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the “CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401”.

2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.

3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.

4. Sketch, photo, or blueprint of what you are proposing.

5. Check for Total Amount Due. ($25 Application fee + $1 per square foot)

Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

Please Attach:

1. Certificate of Liability Insurance with holder as the “CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401”.

2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.

3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.

4. Sketch, photo, or blueprint of what you are proposing.

5. Check for Total Amount Due. ($25 Application fee + $1 square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Please Attach:

1. Certificate of Liability Insurance with holder as the “CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401”.

2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.

3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.

4. Sketch, photo, or blueprint of what you are proposing.

5. Check for Total Amount Due. ($25 Application fee + $1 per square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Application Fee: $25 + $1 per square foot encumbered.

Jurisdiction BCO 27-31(a)

It shall be unlawful for any person, firm or corporation to temporarily obstruct a street or sidewalk without first obtaining a written permit therefor from the director of public works or his or her designee, except as hereinafter provided.

Within the Church Street Marketplace District on any portion of Church Street, College Street, Bank Street, or Cherry Street used for vehicular traffic, the director of public works or his or her designee shall not issue a permit until the executive director of the Church Street Marketplace department approves of such obstruction. In the inner two (2) pedestrian blocks of the marketplace district, the executive director of the Church Street Marketplace department shall have exclusive jurisdiction to issue permits.

Required Documentation

Certificate of Insurance

Insurance Expiration Date

–

Endorsement of Additional Insured

Endorsement for Cancellation

Site Map or Photograph(s)

Reporting

Encumbrance For:

–

City Department Review

Attorney Sign Off

Attorney Sign Off Date

–

Right-of-Way Sign Off

Right-of-Way Sign Off Date

–

City Council Review

City Council Meeting Date

–

City Council Approval

City Council Approval Date

–

Attachments

Logistics Plan Civil Background Option 2 Final.pdf
Logistics Plan Civil Background Option 2 Final.pdf
Uploaded by Mark Selig on Sep 4, 2025 at 11:54 AM

Encumbrance Permit COI.pdf
Encumbrance Permit COI.pdf
Uploaded by Mark Selig on Sep 5, 2025 at 1:20 PM

Record Activity

Mark Selig started a draft Record	09/04/2025 at 11:16 am
Mark Selig added file Logistics Plan Civil Background Option 2 Final.pdf	09/04/2025 at 11:54 am
Mark Selig submitted Record REN-25-12	09/04/2025 at 11:56 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-12	09/04/2025 at 11:56 am
Mark Selig added a guest: sbosworth@dewconstruction.com to Record REN-25-12	09/04/2025 at 12:00 pm
Mark Selig added file Encumbrance Permit COI.pdf to Record REN-25-12	09/05/2025 at 1:20 pm
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-12	09/05/2025 at 2:26 pm
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-12	09/05/2025 at 2:26 pm
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-12	09/05/2025 at 2:26 pm

Alice Schwencke added payment step Meter Hood Fees to Record REN-25-12	10/20/2025 at 2:36 pm
Valerie Ducharme moved Record REN-25-12 from 44.479126, -73.218572 to 25 Cherry Street, Burlington VT 05401	10/21/2025 at 11:16 am
Valerie Ducharme moved Record REN-25-12 from 25 Cherry Street, Burlington VT 05401 to 60 Battery Street, Burlington VT 05401	10/21/2025 at 11:17 am
Alice Schwencke moved Record REN-25-12 from 60 Battery Street, Burlington VT 05401 to 25 Cherry Street, Burlington VT 05401	10/21/2025 at 11:47 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
Encumbrance Fee Payment	9/4/2025, 11:56:08 AM	9/5/2025, 2:26:49 PM	Mark Selig	-	Completed
Meter Hood Fees	10/20/2025, 2:36:24 PM	-	-	-	Active
City Council Approval	9/5/2025, 2:26:50 PM	-	Alice Schwencke	-	Active

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Mark Selig Senior Superintendent of DEW Construction Corp. for the use of public right-of-way at 25 Cherry Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

DEW Construction Corp is requesting this temporary encumbrance on the South side of Cherry Street to encumber approximately four thousand one hundred fifty (4150) square feet adjacent to the Hotel Vermont business front within the City roadway and sidewalk Right-of-Way with a temporary lane shift to accommodate a construction staging area for the rebranding of Hotel Vermont.

The proposed arrangement is in full compliance with the Burlington Code of Ordinances, specifically Section 27-31(a), which permits encumbrances exceeding 60 days with the approval of Licensing Committee Members. The Department of Public Works (DPW) recommends formalizing this through a structured License Agreement.

We respectfully request that the Licensing Committee and City Council approve this proposal, contingent upon the aforementioned conditions and subject to review by the City Attorney’s Office.

Sincerely,
Alice Schwencke

Thank you for your attention to this matter. Should you require further information, I am available at ASchwencke@burlingtonvt.gov or 802-865-7562.

Sincerely,

Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington
aschwencke@burlingtonvt.gov
802-495-6176

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

North
Astronomic

CHERRY STREET
(66 FOOT WIDE R.O.W.)

EXISTING TRAFFIC SIGNAL POLE
20'-0"
18'-0"
Dumpster
Roll Off Truck
"Sidewalk Closed"
"Sidewalk Closed"
"Access to Hotel VT, Harbor Hotel and Hen of the Woods ONLY"
"Sidewalk Closed Ahead"
EXISTING TRAFFIC SIGNAL POLE
3"Ø RETIRED
HOTEL
11,104 SF
FUTURE HOTEL 2nd FLOOR EXPANSION
8" SDR ROOF DRN.
LOFT BUILDING
FFE - 196.7
LOBBY
FFE- 198.3
ABOVE
LOFT BUILDING
FFE - 202.0
PUBLIC PARKING ENTRANCE
HOTEL ENTRANCE EL. 181'-0"
12" SDR ROOF DRN.
15" SDR
NEW CB #1
RIM=191.8
INV. OUT=186.8
LINE OF BUILDING ABOVE
15" SDR ROOF DRN.
NEW DWH
RIM=190.0
INV. IN=183.8
INV. OUT=183.7
NEW ROOF CB #1
RIM=191.75
NEW CB #2
RIM=191.8
INV. IN=188.8
INV. OUT=186.7
MAIN HOTEL ENTRY
COURTYARD
WYE CONNECTION
NEW ROOF CB #3
RIM=191.4
MAIN CONDO ENTRANCE
NEW ROOF CB #2
RIM=191.5
NEW CB #4 (5 / C6.1)
RIM=181.0
INV. IN=176.2
INV. OUT=176.1
INSTALL 22.5° (INV.=174.5) ELBOW FITTINGS TO GET UNDER CROSSING PIPE TO CB #5
NEW CB #5 (5 / C6.1)
RIM=181.2
INV. IN=175.7
INV. OUT=175.6
CONDOMINIUMS
192.95
8806 SF
YARD DRAIN (BY NYLOPLAST)
RIM=174.9
INV.=169.9
CONDO PARKING ENTRANCE EL. 175'-0"
UNDERSLAB DRAINAGE - SEE MECHANICAL PLANS
NEW ROOF CB #4
RIM=SEE NOTE 1
NEW ROOF CB #5
RIM=SEE NOTE 1
NEW CB #7
RIM=173.6
INV. IN=170.1
INV. OUT=170.0
CORE HOLE FOR 18" PIPE
INV. =166.2
NEW DMH #1
RIM=174.9±
INV. IN=166.5
INV. IN (6"FD)=169.9
INV. =166.5
175.0
EXISTING GARAGE ENTRANCE LEVEL @ EL. 182.2±
6 / C6.1 OIL/WATER SEPARATOR & VORTEX TREATMENT STRUCTURE
RIM=181.5± (SET TO FINISH GRADE)
INV. IN=174.4
INV. OUT=174.4
RETAIN EXISTING OIL/WATER SEPARATOR
RIM=180.8
INV. IN=174.2
NEW DMH #6 (5'x5' MODIFIED UTILITY VAULT W/MANHOLE ACCESS)
RIM=180.0±
INV. IN (N)=173.8 (15" PVC)
INV. IN (E)=173.8 (15" HDPE)
INV. OUT (W)=173.7 (18" HDPE)
EXISTING STORMWATER DETENTION SYSTEM TO BE TAKEN OUT OF SERVICE
SEE FOUNDATION FOR FOOTING DRAIN INVERTS
NEW DMH #2
RIM=174.0±
INV. IN=166.8
INV. IN 6"FD=169.0
INV. OUT=166.8
CONCRETE DETENTION VAULT, (8'Wx210'x4.8'D USABLE VOLUME), SIZED TO ATTENUATE FLOW FROM LAKE VIEW GARAGE. UTILIZE VORTEX DISCHARGE VALVE. SEE DETAIL SHEET C-6.2
GRIT/OIL SEPARATOR
PROVIDE CONCRETE COVER OVER EXISTING OPENING WITH MASTIC
48" I.D. PRECAST CONCRETE RISER SECTION
RIM=178.0±
WITH 18" INLET INV.=173.0
(TOP OF DETENTION VAULT=172.67)
WYNDHAM HOTEL
MATCH LINE SHEET C-2.1

BATTERY STREET

LAKEVIEW PARKING GARAGE
45 CHERRY STREET
CITY OF BURLINGTON
1.39 AC.

NOTE 1:
SEE LANDSCAPING PLANS FOR RIM ELEVATIONS.

67 CHERRY STREET
THE MAY DEPARTMENT STORES COMPANY d/b/a FILENE'S

LOCATION MAP
SCALE: 1" = 4000'
NORTH ST.
N.E. CENTENNIAL ST.
PEARL ST.
CHERRY ST.
WILLARD ST.
COLLEGE ST.
MAIN ST.
BATTERY ST.
UNION ST.
PROJECT LOCATION
LAKE CHAMPLAIN
PINE ST.

CHERRY AND BATTERY HOTEL & CONDOMINIUMS

BURLINGTON — WESTLAKE RESIDENTIAL / WESTLAKE HOSPITALITY — VERMONT

MAY 25, 2004

C-2.0

CIVIL ENGINEERING ASSOCIATES, INC.
LANDWORKS

GRADING & DRAINAGE PLAN

8-18-06 REVISED ACCES ROAD TO PARKING GARAGE
6-6-06 REVISED STORM DRAINAGE
5-17-05 REVISED LOFT BUILDING COLUMN LOCATIONS
5-6-05 REVISED SITE PLAN

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/22/2025

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

DEW Construction Corp
277 Blair Park Road, Suite 130
Williston VT 05495 USA

COVERAGES **CERTIFICATE NUMBER:** 570116310277 **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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GLO437328717	04/01/2025	04/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Autograph Hotel project. City of Burlington is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Burlington in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Burlington
149 Church Street
Burlington VT 05401 USA

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.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : ABD

Certificate No : 570116310277

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO437328717	Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO437328717	Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or

(c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:

(1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or

(2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds– Lessees Of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law;

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b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

c. Ends when the person or organization ceases to lease or rent premises from you.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **B.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **B.** shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **C.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)** above; or

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(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph **C.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **C.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

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(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. Medical Payments – Increased Reporting Period

Paragraph **1.a.** of Section **I – Coverage C – Medical Payments** is replaced by the following;

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. Broadened Property Damage

1. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

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b. The following is added to Section **III – Limits Of Insurance:**

Subject to Paragraphs **2., 3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 any one "occurrence".

2. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance:**

Subject to Paragraphs **2., 3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others at a jobsite is $25,000 any one "occurrence".

I. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

J. Definition – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. Aircraft, Auto Or Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused

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the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

N. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

P. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

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b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

i Equipment you borrow from others at a jobsite; or

ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Q. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

i. Fail to disclose all hazards existing at the inception of this policy; or

ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

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R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

S. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO437328717	Effective Date: 4/1/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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INTERNAL USE ONLY

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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INTERNAL USE ONLY

25 Cherry Street Encumbrance Fees for DEW Construction project
Fall 2025-Spring 2026

This construction encumbrance permit and license agreement will allow the contractor to use the City owned Parking stalls located adjacent to the Hotel Vermont located at 25 Cherry Street. 25 Cherry Street as a construction area throughout the project. This will allow the project to advance as quickly as possible while maintaining two-way traffic on Cherry Street. The funds from the encumbrance permit meter revenue will go directly to parking facility revenue. The yearly revenue is a result of the anticipated occupation of metered parking spaces in the Parking Lot and on S. Union Street, billed at the maximum daily rate for the meter:

192 Days x 11 Spaces x $30/Day = $63,360 Meter hood fee

FY25- FY26	$63,360
Total	$63,360

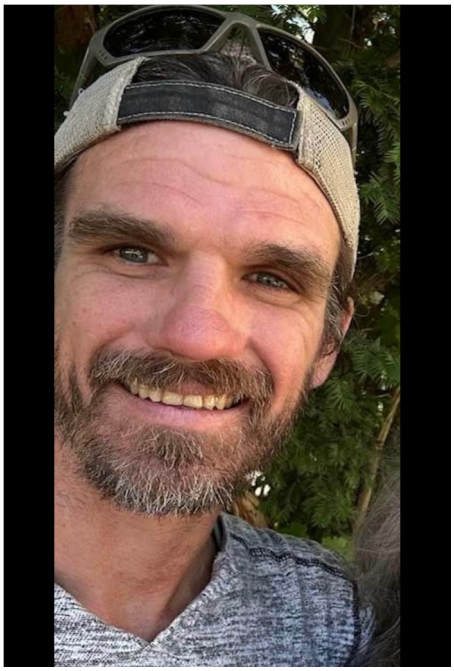
MISSING PERSON!!

$5,000 REWARD

For Info Leading to finding Christopher Harper - North Burlington, VT

Name: Christopher Harper
Hair Color: Brown/Grey
Eye Color: Blue **Height:** 5'8" **Age:** 38
Last Seen: November 15, 2024
Wearing: Dark cargo pants & winter coat carrying a backpack, walking stick and longboard.
REPORT: Chris is still missing and his family and friends are extremely concerned. There is $5,000 Reward for information leading to his location. He was last seen near and around North Street in North Burlington Vermont.

If you have any information on Chris's location, please contact Burlington Police at 802-658-2700



MEDIA RELEASE

INCIDENT TYPE:	DATE/TIME REPORTED:
Missing Person	November 25th, 2024, at 10:53 AM
INCIDENT NUMBER:	LOCATION:
24BU027426	Burlington, VT
INVESTIGATOR:	INVESTIGATOR CONTACT:
Detective Corporal Krystal Wrinn	802-658-2700
AUTHOR:	APPROVED BY:
Detective Corporal Krystal Wrinn	Shawn P. Burke, Interim Chief of Police

Update to Press Release:

November 15th, 2025, marks one year since the disappearance of 37-year-old Christopher Harper. Chris' family still has not seen or heard from him since late November 2024, which is very uncharacteristic of Chris. Chris' family deeply misses him and has organized a reward of $5,000, to be given to the person who gives the Burlington Police Department Chris Harper's location, resulting in him being found.

Attached are numerous photographs of Chris that his family has shared, along with the reward poster. Also, the family has authored a write-up about their son, Chris:

"Our son, Chris, came to Vermont in September 2005 to attend Johnson State College, where he earned his degree in Alternative Medicine. From the moment he arrived, Chris fell in love with Vermont – its mountains, trails, and the beauty of the outdoors. Unfortunately, Chris has now been missing since November 15th, 2024.

Chris is a doer, a thinker, an artist, a writer, and one of the hardest-working people we know. He is kind and compassionate, deeply devoted to his family and friends, and always ready to lend a helping hand.

We would also like to express our heartfelt gratitude to the Burlington community and to everyone across Vermont who has shown us such kindness and support since Chris's disappearance. The generosity, compassion, and care we have experienced have truly touched our hearts. Thank you all for standing with us."

If you have any information about Chris' whereabouts since November 2024, please contact the Burlington Police Department at 802-658-2700.

04/09/2025 Update to Press Release:

Chris Harper's family and friends have continued to search for him without success. Additionally, the Burlington Police Department Detective Bureau has been investigating this case. Despite numerous interviews and court approved searches of his various accounts, including phone, financial and social media data, there have not been any leads as to his whereabouts.

Chris' family deeply misses him and has organized a reward of $5,000. This reward would be given to the person who gives the Burlington Police Department Chris Harper's current location, resulting in Chris being found there.

Given that Chris' family lives out of town, and out of respect for them, people with knowledge regarding Chris' whereabouts are directed to contact the Burlington Police Department and not Chris' family.

Please find numerous photographs of Chris that his family has shared, as well as the reward poster his family has made.

Initial Press Release from 1/29/2025

The Burlington Police Department is investigating a Missing Person Case regarding 37 year old Christopher Harper. His family and associates report that he has not been seen or heard from since late November, 2024. This is very uncharacteristic of Chris, as he normally contacts his family

daily. Chris has had ties to the Burlington area for the past year and a half and been in the Jeffersonville area for the 5 years prior to that.

Chris is currently listed as a missing person. Also, there are numerous flyers that have been put up around Burlington and Jeffersonville.

Chris has brown/grey hair, blue eyes, and is 5'8" tall.

Please see the attached photo of Chris, and if you have any information about his whereabouts since November, please reach out the Burlington Police Department at 802-658-2700

Burlington Conservation Board
311 North Avenue
Burlington, VT 05408
http://www.burlingtonvt.gov/dpi
Telephone: (802) 865-7188

Rebecca Roman, Chair
Ryan Crehan, Vice Chair
Zoe Richards
Don Meals
Ryan Crehan
Ethan Ely
Dale Azaria
Kelly Farrell
Evan Horne
Alan Reichard

TO:	Burlington City Council
	Mayor Mulvaney-Stanak
FROM:	Burlington Conservation Board
	Scott Gustin, AICP, DPI Principal Planner
DATE:	November 17, 2025
RE:	2025 Open Space Plan

Following more than a year of collaboration and outreach, the Burlington Conservation Board is pleased to present the 2025 Open Space Plan for a first read with the City Council.

This plan is the result of extensive work including dozens of community outreach and engagement events, assessments, visioning, and writing. The effort to rewrite the city's Open Space Plan has been a collaborative effort between the core city team, UVM's Spatial Analysis Lab, and Agency Landscape & Planning. The Conservation Board, Parks Commission, and Planning Commission have also engaged in the planning process. Conservation and Parks have voted to approve the plan and forward it to City Council for adoption. Planning Commission is scheduled to do so November 13.

This new plan builds on the legacy of the original Open Space Protection Plan adopted some 25 years ago and sets the vision for Open Space in Burlington for years to come. This new plan is founded on four primary components:

- Conserve
  Stewarding Burlington's network of protected lands to support healthy ecosystems and a healthy city
- Connect
  A landscape stitched together by stewardship and green design standards for development
- Experience
  Expanding a variety of nature experiences across Burlington
- Cultivate
  Growing sustainable and accessible local food systems that meet community needs

This new Open Space Plan builds on the conservation legacy of the original plan and creates a vision for collaborative, community wide efforts to retain and strengthen our green network as we continue to grow, to provide for diverse outdoor experiences for all, and to ensure sustainable and accessible local food systems.

The Open Space Plan is incorporated by reference into the Comprehensive Plan. We are seeking City Council approval of this plan. Ultimately, the plan will be included in the Comprehensive Plan when that document is updated and adopted.

City Council Motion
To refer the Open Space Plan for public hearing and adoption by City Council on December 15, 2025.

FINAL VERSION
1 October 2025

BURLINGTON OPEN SPACE PLAN

"WHILE IT INITIALLY TAKES EFFORT TO NOTICE SOMETHING NEW, OVER TIME A CHANGE HAPPENS THAT IS IRREVERSIBLE. REDWOODS, OAKS, AND BLACKBERRY SHRUBS WILL NEVER BE "A BUNCH OF GREEN." A TOWHEE WILL NEVER SIMPLY BE "A BIRD" TO ME AGAIN, EVEN IF I WANTED IT TO BE. AND IT FOLLOWS THAT THIS PLACE CAN NO LONGER BE ANY PLACE."

– JENNY ODELL,
HOW TO DO NOTHING

Acknowledgments

Core City Team

- Dan Cahill, City Land Steward
- Scott Gustin, Principal Planner
- Sarah Morgan, Principal Planner
- Zoe Richards, Conservation Board Representative
- Sophie Sauvé, Parks Planning Division Director
- Juliet Shen, Marketing & Communications Manager

Conservation Board

- Rebecca Roman
- Ryan Crehan
- Dale Azaria
- Ethan Ely
- Kelly Farrell
- Evan Horne
- Don Meals
- Zoe Richards

Parks Commission

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- Ryan Bergmann
- Kirsten Boehm
- Halle Davis
- Robert Etter
- Harley Johnson
- Katie Flanagan Mobley

Planning Commission

- Andy Montroll
- Alex Friend
- Michael Gaughan
- Erhard Mahnke
- Erin Malone
- Ryan Nick
- Julia Randall

City Council

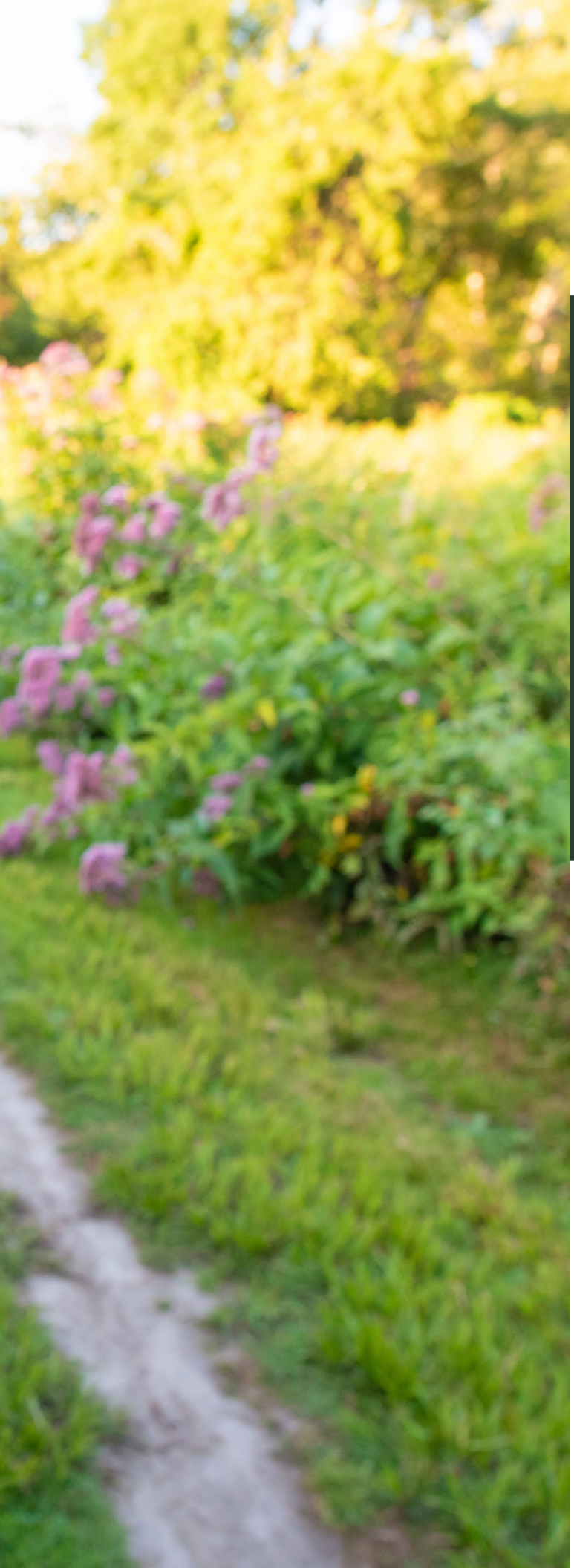
- Ben Traverse
- Mark Barlow
- Gene Bergman
- Becca Brown McKnight
- Marek Broderick
- Sarah Carpenter
- Melo Grant
- Joe Kane
- Evan Litwin
- Carter Neubieser
- Allie Schachter
- Ranjit “Buddy” Singh

Mayor Emma Mulvaney-Stanak

Consultant Teams

- Agency Landscape + Planning
- Chapman EcoLandscape
- UVM Spatial Analysis Lab
- Christine Tyler Hill

Funding provided by the Conservation Legacy Fund



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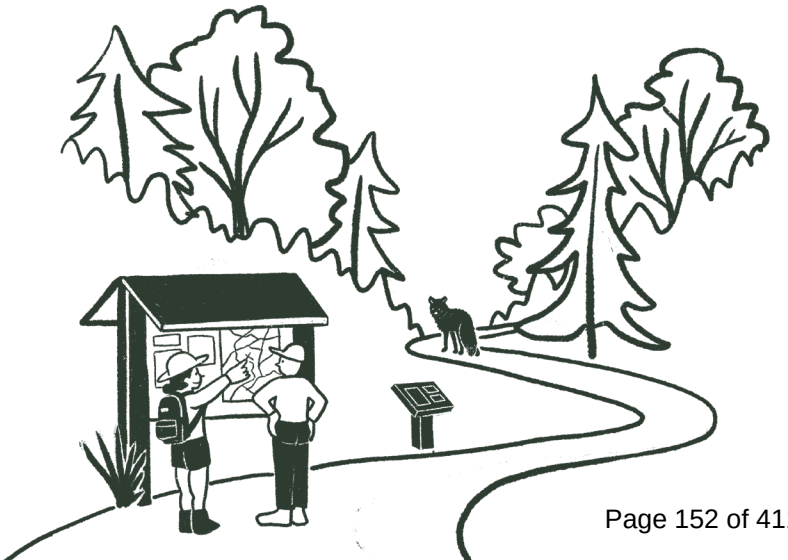


Plan Summary

Nestled on the shores of Lake Champlain at the confluence with the winding Winooski River, Burlington sits at a regionally significant location.

Open spaces are at the heart of what makes Burlington special — enabling high quality of life for the community, supporting the city's economy, growing local food, providing home to local and migrating wildlife, and keeping the city cool in a changing climate.

Burlington's open spaces do more than provide spaces for recreation and wildlife habitats!

They also help to absorb stormwater and reduce the impacts of flooding, help cool the city, grow food, sequester carbon, and clean the water and air.

Burlington's Open Space Plan establishes a framework for conserving, managing, and expanding open space across the city.

As Burlington continues to grow the plan works to protect vital natural environments open space and ensure they are an integral part of a livable, resilient city. This plan builds on the plans that have come before it and aims to align closely with other planning initiatives, including the upcoming comprehensive plan, to create synergy across city departments.

The plan frames the open space system as an healthy network that supports climate resilience, biodiversity, equitable access, and high quality of life. During the plan process, several key findings and opportunities were identified:

The City is well served by open space with opportunities to expand access and connect natural resources.

Burlington already contains a substantial share of open space, nearly half of its land area falls under some open- or green-space designation.

However, some neighborhoods have abundant access to parks and nature areas, while others have limited access. Many open areas are also disconnected from one another. The plan underscores the importance of wildlife corridors, riparian buffers, greenbelts, and connected trails as essential to ecological health and public use.

City population growth should be balanced with thoughtful conservation policies.

With increasing development pressure, especially in infill and densification areas, there is heightened tension between protecting open land and meeting housing, infrastructure, and economic goals. As part of the plan's engagement process, residents raised concerns about losing natural areas, water quality, wildlife habitat, and floodplain functions. Public feedback frequently emphasized the need to balance growth with conservation and employ green design standards.

We need to plan for increasing climate, ecological, and stormwater demands today!

The plan reaffirms that nature-based solutions like forest and tree canopy management, wetland protection, and urban greening, will play an important role in Burlington's climate resilience strategy.

Many open spaces double as stormwater buffers, floodplains, or carbon sinks. Managing these places that provide multiple benefits is critical in adapting to increasing rainfall, heat, and ecological stress.

This plan is an opportunity to coordinate the many stewards and landowners who contribute to the open space network.

The plan identifies the need for stronger coordination across city departments, clearer roles and funding, and tools to help implement the plan's actions. It emphasizes that conservation cannot rely only on the City and on city regulations, but must take advantage of existing landowners, partners, and engaged stewards.

The Community's vision is at the center of this plan.

The planning process has intentionally reached out and welcomed ideas and worries from the many diverse residents who make up Burlington's community. A recurring theme is that residents value both access to nature (walking, recreation) and preserving "wild" spaces—especially as the city grows.

Plan at a Glance

Nestled on the shores of Lake Champlain at the confluence with the winding Winooski River, Burlington sits at a regionally significant location. Open spaces are at the heart of what makes Burlington special — enabling high quality of life for our community, supporting our city's economy, growing local food, providing home to local and migrating wildlife, and keeping us cool in a changing climate.

VISION

SEE PAGES 56 - 65

Burlington is a Nature-Filled City

with healthy open spaces where wildlife thrive in forests, streams, and the lake; where people enjoy nature's various offerings and eat what their gardens and farms grow; and **where people and ecosystems flourish together.**

GOALS

GOAL ONE

CONSERVE

Stewarding Burlington's network of protected lands to support healthy ecosystems and a healthy city

GOAL TWO

CONNECT

Knitting the landscape together through green infrastructure, stewardship, and green design standards

GOAL THREE

EXPERIENCE

Expanding a variety of nature experiences across Burlington

GOAL FOUR

CULTIVATE

Growing sustainable and accessible local food systems that meet community needs

The Open Space Plan provides a roadmap for how to continue to protect the city's open space and urban forest network through a collaborative stewardship approach. Balancing the need to grow with healthy ecosystems is possible with thoughtful planning and collaboration.

STRATEGIES

SEE PAGES 66 - 141

- Expand restoration and management city-wide
- Support wildlife movement and ecological health
- Evolve the Conservation Legacy Fund to be flexible to changing needs
- Collaborate to protect open space for future generations

- Grow and celebrate nature-based climate solutions
- Cultivate an ecosystem of stewardship
- Enhance and protect Burlington's urban forest
- Encourage new development to incorporate nature-based principles

- Increase awareness about Burlington's open spaces
- Grow public access to nature-based experiences
- Break down barriers to open space access

- Cultivate sustainable and resilient agriculture practices
- Expand community gardens
- Support the cultivation of alternate food sources

IMPLEMENTATION ROADMAP

The open space plan is a collaborative roadmap to stewarding the future of our city's open spaces.

While the focus is on actions the City of Burlington can take, it also offers strategies we all can take to expand stewardship.

The implementation roadmap identifies:

- Implementation Lead
- Key Partners
- Implementation Timeframe

1

Introduction

Burlington wouldn't be Burlington without its open spaces. This plan provides a vision and roadmap for protecting them together now and in the future.

Plan Purpose

The Open Space Plan is a roadmap to guide the City of Burlington and its residents, partners, and collaborators as they work together to grow and steward Burlington's open spaces now and in the future.

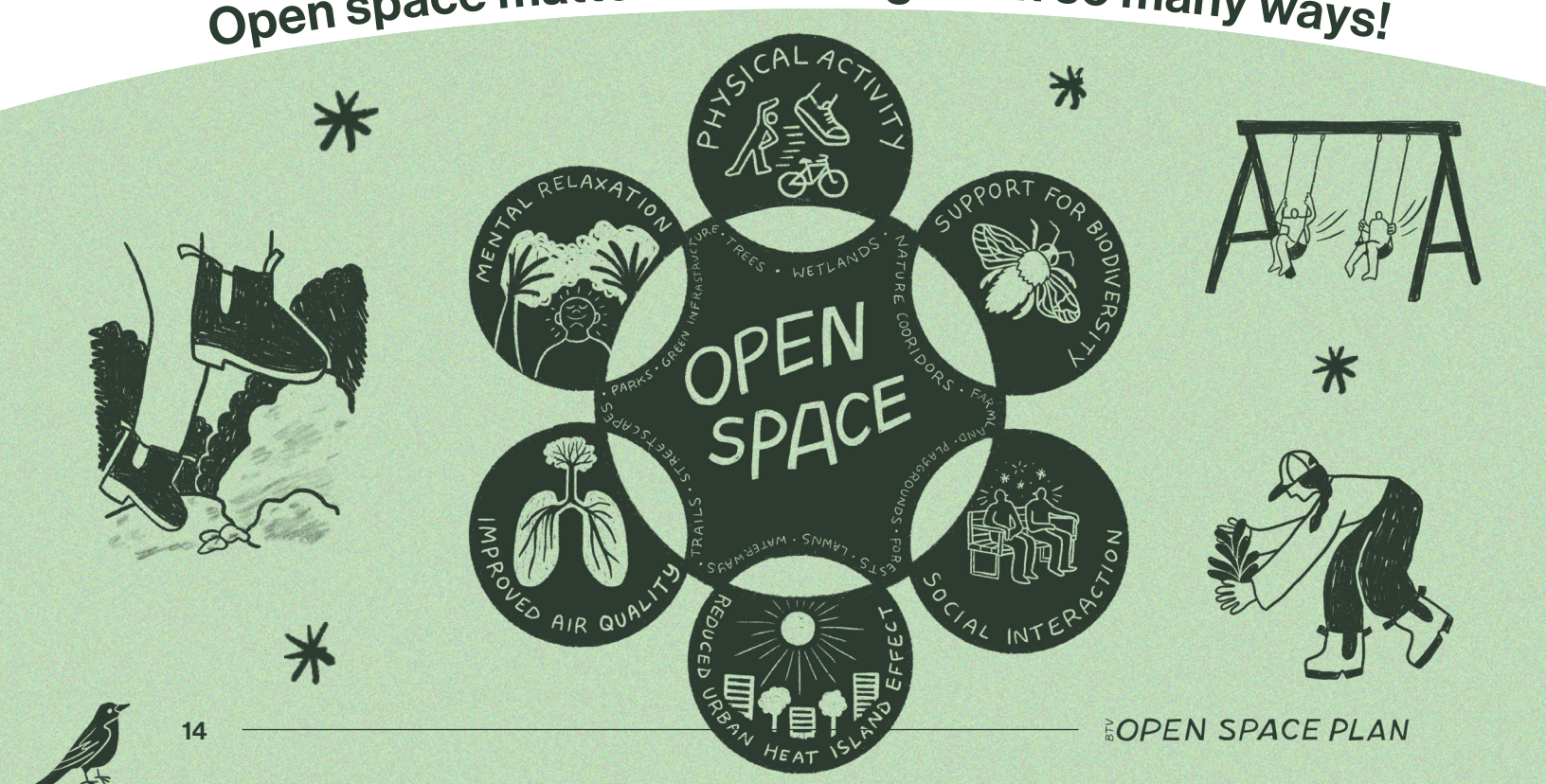
Burlington is a place where open spaces, water, and the built environment are intertwined in a symbiotic relationship that helps to make Burlington the unique place that it is. The conservation of open space and waterways enhances the quality of life for residents and allows for the continued preservation, restoration, and functioning of the natural systems of which we are a part.

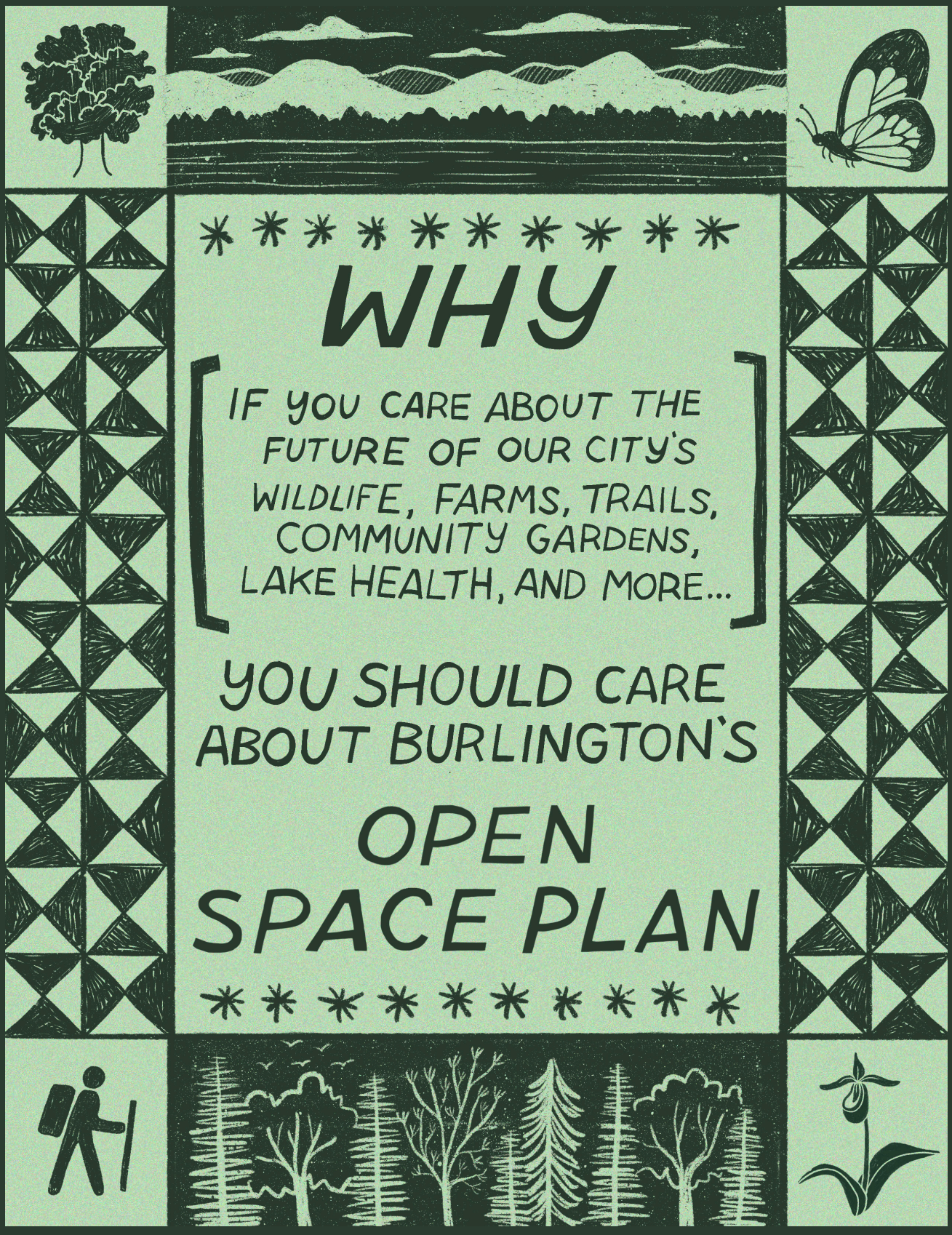
The city benefits from an abundance of open space totaling almost 50% of its geographic area and is naturally bound by Lake Champlain and the Winooski River. The city's environmental ethic has pushed for preservation, adaptation, and access to its diverse open spaces.

As Burlington continues to intensify in density to accommodate its increasing population, the City aims to continue its long-standing commitment to providing equitable access to quality open spaces and stewarding the health of the city's ecosystems.

Burlington's Open Space Plan takes an interdisciplinary approach to documenting the City's open spaces, updating open space goals, and identifying specific resource targets and timelines through a robust community-focused engagement process. Ultimately, this plan is created to ensure that both the community—those who live, work, and recreate here—and the wildlife and flora will continue to thrive for generations to come.

Open space matters to Burlington in so many ways!




WHY
IF YOU CARE ABOUT THE FUTURE OF OUR CITY'S WILDLIFE, FARMS, TRAILS, COMMUNITY GARDENS, LAKE HEALTH, AND MORE...
YOU SHOULD CARE ABOUT BURLINGTON'S
OPEN SPACE PLAN

WHAT IS

"Open space" encompasses all the green, outdoor spaces in the city that are important for its ecological health and people's mental health. It includes natural areas, agricultural lands, parks, greenbelts, rain gardens, pocket parks, and trees, as well as school grounds, campuses, and private yards.

Open spaces are used by people for many reasons, including recreation, play, leisure, and growing food. Environmentally, they're critical for wildlife and for climate resilience. They also provide residents with a connection to nature. Open spaces include publicly accessible green spaces owned by the City of Burlington, as well as privately owned open spaces. They vary in character, size, and distribution throughout the city. Together, our open spaces create an important network for people, nature, and our city.

Within the city there are...

WORKING LANDS

50 miles of shoreline

380 acres of wetlands

WATERS + WETLANDS

14 community gardens

Scenic Views

OPEN SPACE?

Everyday Nature Experiences

50% of the city's land area is open space

PARKS

FORESTS

50+ parks and urban wild areas

40% tree canopy

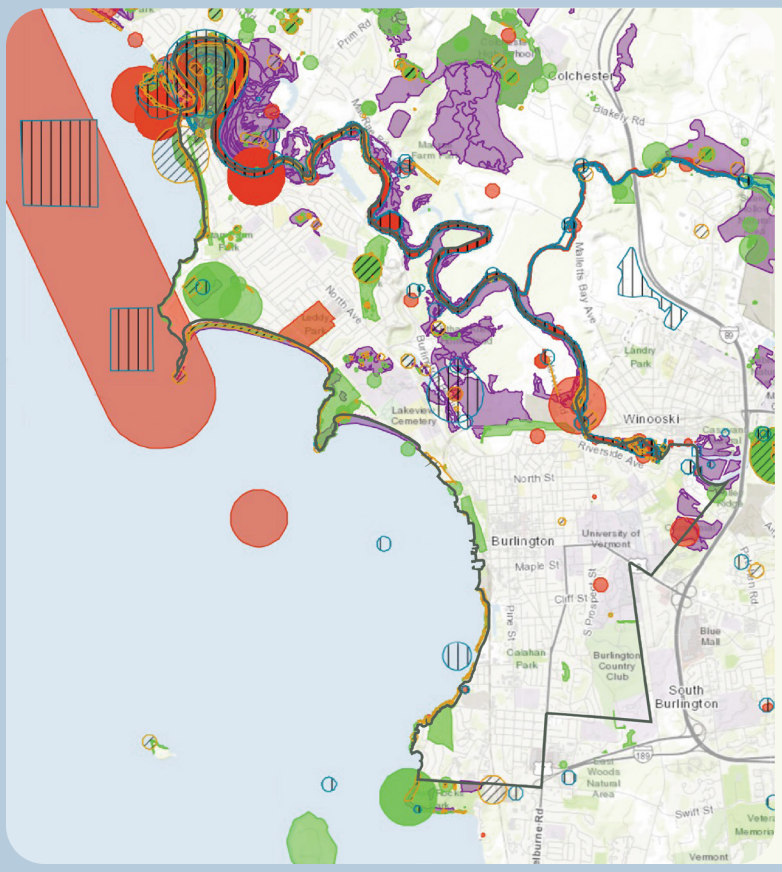
GREEN INFRASTRUCTURE

LAWNS + AUXILIARY GREEN SPACES

Why does Open Space matter?

Burlington's open spaces play a critical role in regional ecosystems.

At the confluence of the Winooski River Basin and Lake Champlain, Burlington is home to not only 44,000 residents, but also a rich diversity of plants and wildlife species. The City includes plants, animals, and natural communities that are uncommon in Vermont, as well as species classified as rare, threatened, and endangered by the State. Many of these significant natural communities are found along Burlington's waterways, from the shores of Lake Champlain to the Winooski River corridor.



VT Uncommon Species

- Plant
- Animal
- Natural Community

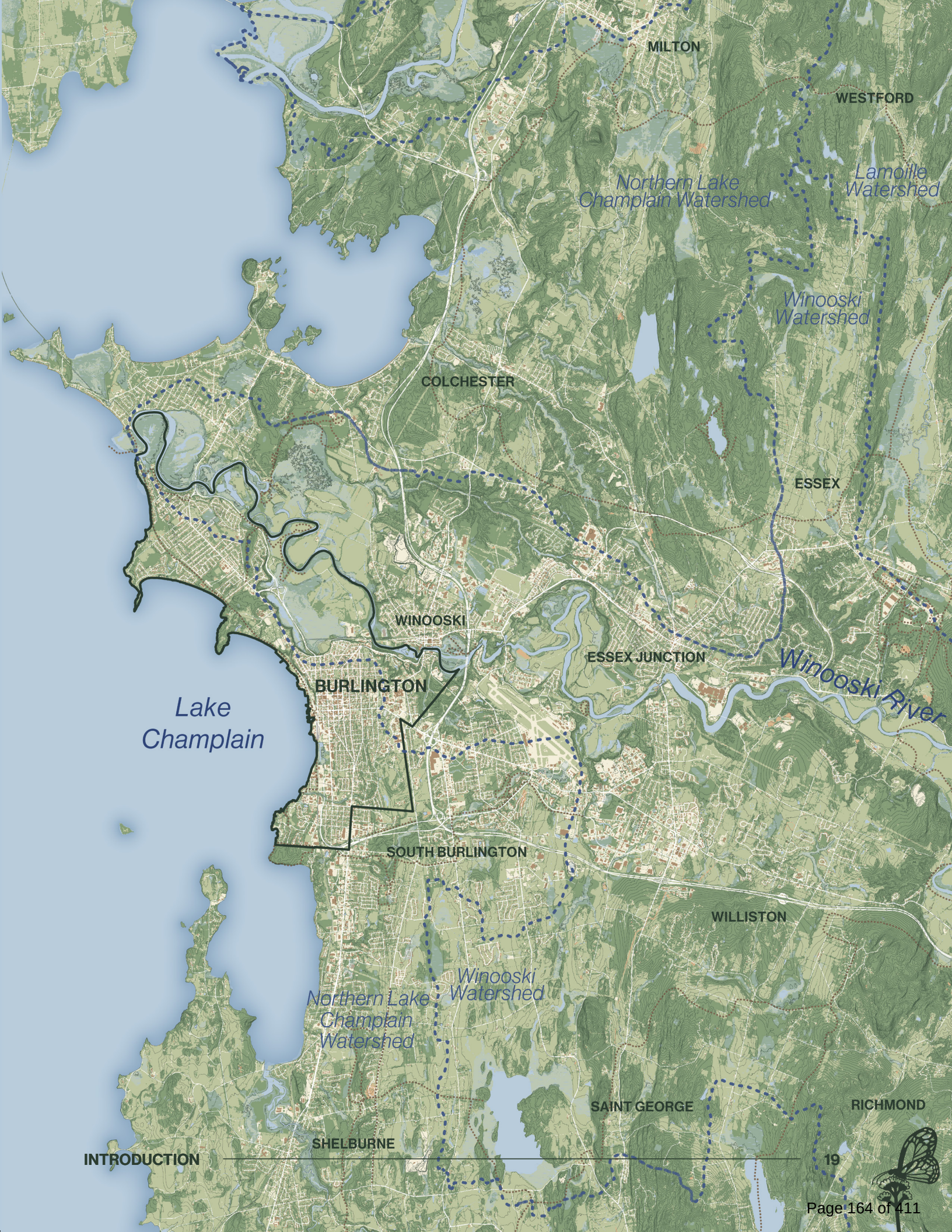
VT Rare, Threatened, and Endangered Species

- RTE Animal
- RTE Plant

VT Significant Natural Communities

- VT Significant Natural Communities

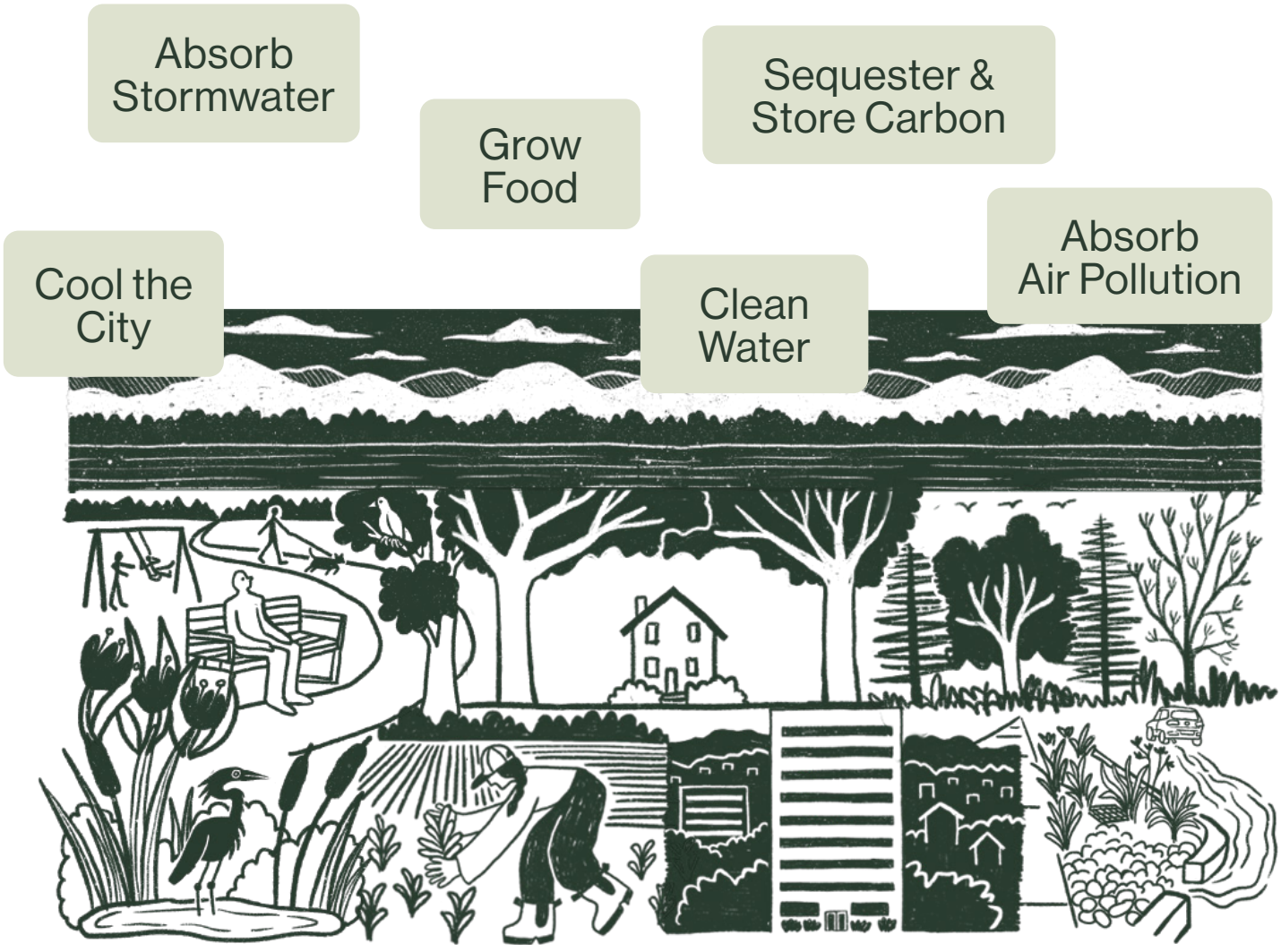
VT Natural Resources Atlas


MILTON
WESTFORD
Northern Lake Champlain Watershed
Lamoille Watershed
Winooski Watershed
COLCHESTER
ESSEX
WINOOSKI
ESSEX JUNCTION
Winooski River
BURLINGTON
Lake Champlain
SOUTH BURLINGTON
WILLISTON
Winooski Watershed
Northern Lake Champlain Watershed
SAINT GEORGE
RICHMOND
SHELBURNE

Why does Open Space matter?

Burlington's open spaces act as natural infrastructure for the city.

The city's green spaces are just as important for its function as roads and hard infrastructure, like pipes and power lines. Like other kinds of infrastructure, they keep the city running and thriving. You might not think of a tree as a piece of infrastructure, but it and the other green spaces in our city provide important services like cleaning water, absorbing pollution, and keeping our city cool.



Ecosystem Services

Open spaces are increasingly important as our climate changes.

Burlington is the 4th fastest warming city in the US.

Burlington's tree canopy and green spaces act as natural air conditioning, keeping our city cool. A shaded house can keep a home's temperature cooler in the summer and with the right tree, can let in more light and heat during the winter. The cooling power of trees is just one example of how they keep our city livable and healthy for all of us. These superpowers will be even more critical as our climate changes. We need our tree canopy and open spaces now more than ever.

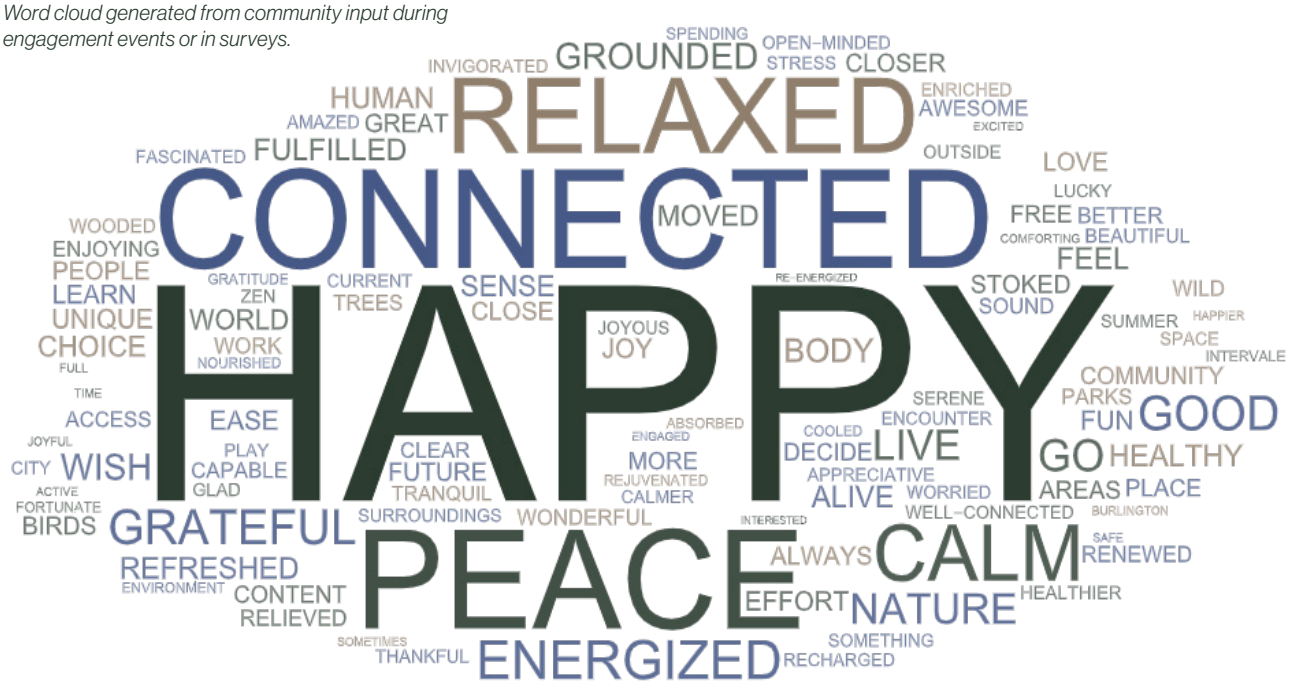
Why does Open Space matter?

Supporting Human Health and Wellbeing

From providing places for being active to quiet spots to relax and recharge, open spaces help keep us healthy. They also provide spaces for us to gather, strengthening our community. Public parks offer free spaces to recreate, and research shows that access to parks results in healthcare savings.

Being in Burlington's open spaces make you feel...

Word cloud generated from community input during engagement events or in surveys.



$ Supporting Our City's Economy

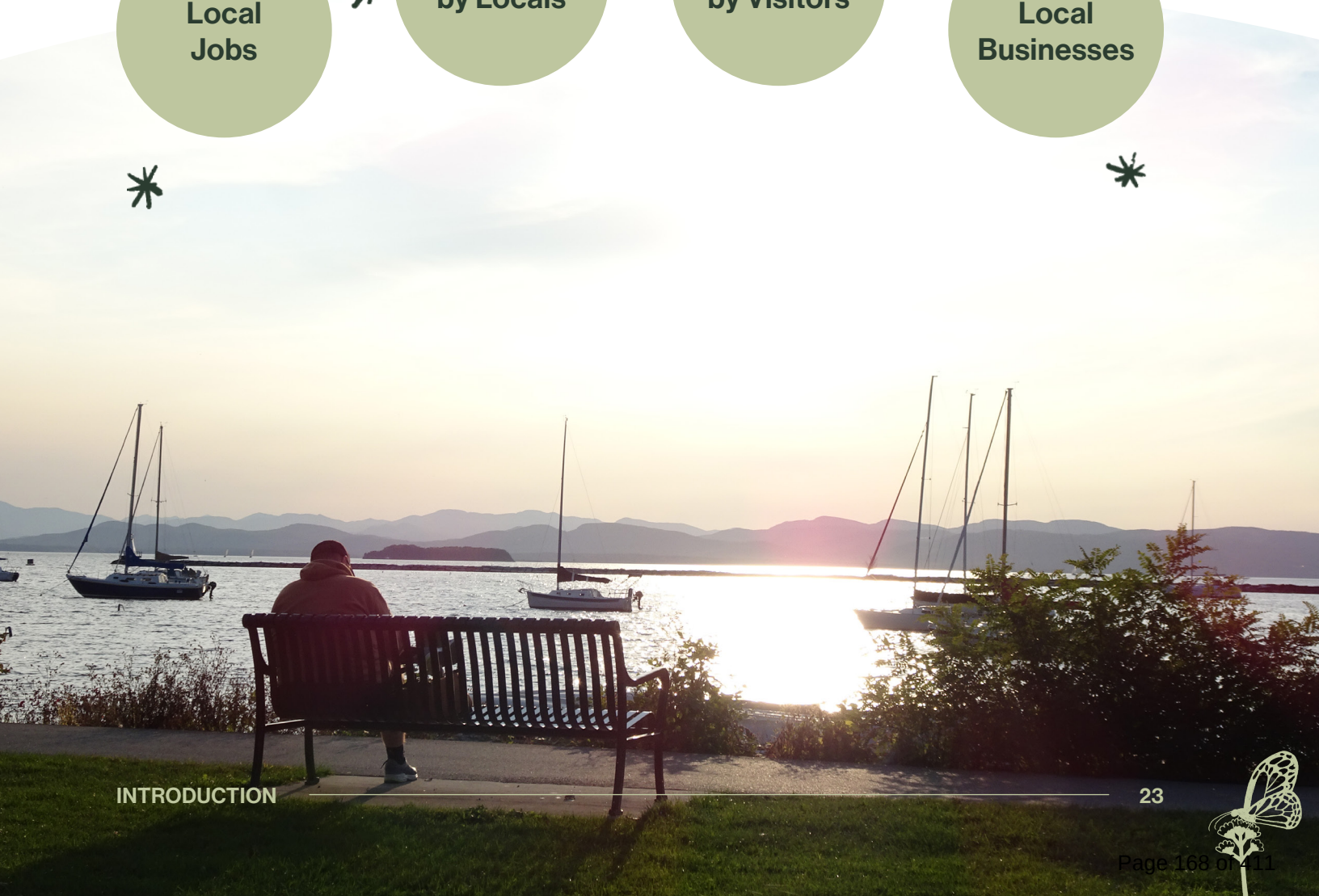
Open spaces also contribute to our local economy. From direct employment of city staff who care for parks, to saving our city money with the ecosystem services open spaces provide, like reducing local flooding. They also play an important role in our city's economy by driving tourism and supporting outdoor recreation businesses.

Local Jobs

Spending by Locals

Spending by Visitors

Local Businesses



Ecosystem of Stewardship

We're all partners in the future of Burlington's open spaces.

While this document is primarily a roadmap for the City of Burlington, by working together, we can expand our collective impact. Continuing to steward, protect, and enhance our open spaces depends on all of us. Many of these organizations are regularly collaborating on open space initiatives and knowledge sharing–and many more are not listed. These are but a few of the champions who make a difference in open space stewardship.

City of Burlington

City Planning

Public Works

Water Resources

CEDO

Parks, Recreation and Waterfront

REIB

Community Organizations

Large Land Stewards

The Intervale Center

Vermont Land Trust

University of Vermont

Champlain Housing Trust

Episcopal Diocese of Vermont

WVPD

Homeowners with yards

Other Governmental Partners

VHCB

State of Vermont

Chittenden County

Adjacent Municipalities

CCRPC

Development Community

Plan Process Overview

The Open Space Plan builds on the decades of open space planning and protection in Burlington.

The Open Space Plan reinforces ongoing commitment to conservation, with a renewed roadmap to guide the next chapter of collaborative stewardship and a policy vision for management and access. As Burlington grows, everyone needs fair access to high-quality open spaces while maintaining the ecological health of existing natural areas. The Plan expands on previous plans by:

- Connecting it with other city plans, like the Urban Forestry Plan.
- Working across City departments to make sure the Plan is visionary and feasible.
- Partnering with private owners who conserve land and expand stewardship to more than City-owned land.
- Finding more ways to not just conserve open space but expand it as well.

The Plan was created over a year across three planning phases with many collaborators and broad public input:

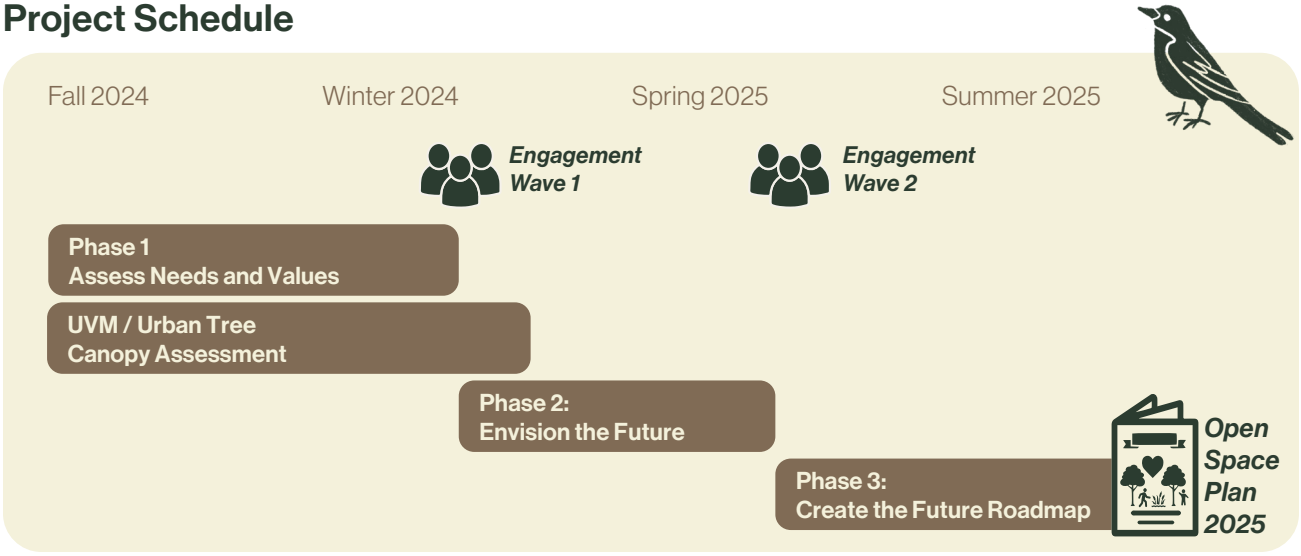
Phase 1: Assess Needs and Values

The first phase centered on understanding the history and current state of Burlington's open spaces. It assessed open space needs and values of the community.

Stakeholder focus groups were held to understand the most prominent issues faced by those whose work centers around open spaces, and the community shared their hopes and concerns for the future at events throughout Winter of 2024/2025.

In tandem, the University of Vermont's Spatial Analysis Lab conducted a Tree Canopy Assessment. The assessment included analysis of the city's land cover and the patterns and distribution of tree canopy changes over ten years (from 2014 to 2023). Findings were shared with the public and are incorporated throughout the Open Space Plan.

Project Schedule



Phase 2: Envision the Future

Building on the community's stories and stakeholder input, the second phase envisioned the future and turned feedback into a draft policy vision with implementation steps. The vision was shared back with the community and stakeholders for input in Spring of 2025.

Phase 3: Create the Future Roadmap

Finally, the last phase created the future roadmap–this plan–that is guided by a vision statement and four key goals that reflect the core planning goals expressed by the community and stakeholders alike.

Role of the Comprehensive Plan

The City is issuing a new comprehensive plan that will integrate municipal, mobility, economic development, and parks planning. Some issues raised during the open space planning process span these other realms and, while important to open space, will be investigated in more depth in the comprehensive plan. These include:

- Strategies for land acquisition for conservation.
- Advanced planning around the unhoused population on City-owned open spaces to ensure ecological integrity and public safety.
- Growing public access to nature-based experiences.
- Strategies for improvements in multi-modal access to the Intervale.

Community Input

“Open Space is for the people of Burlington–present and future.”

- 2000 Open Space Protection Plan

The Burlington community has been an integral collaborator throughout crafting this plan update, from the broad vision to the most specific action. In addition to meetings with the Planning Commission, Conservation Board, Parks Commission, and the City Council’s Parks, Arts, and Culture Committee, the Open Space Plan project team hosted 24 events across two waves of engagement in 2025: the first in January and February centered around visioning and open space stories, and the second in May and June focused on the plan framework and policy recommendations. In both waves, the project team shared details about the Plan and process to gain informed feedback from residents. Each wave included in-person events and online engagement to reach a broad audience. Some of these events included Wintervale, Sea Caves skating, farmers markets, and Beach Bites. A complete list follows on the next page.

All quotes were gathered from the community during engagement events or in surveys.

“Everybody should have access to fresh air and natural spaces!”

“Open spaces help build community.”

24 events across six months

3 school groups engaged

“Education of our youth is key–the entire city is a classroom!”

"I love this community and our commitment to open spaces."

125 open space stories shared

"Open spaces are free, beautiful, connected places to gather and learn."

146 hot dogs + **28** veggie dogs served

>20 organizations connected

"Create a community and culture of respect and reciprocity."

12 stakeholder focus groups

"Green spaces are tied within the fabric of the city."

>230 online survey respondents

Outreach Events

Wave 1: Visioning and Open Space Stories

Date	Event
November 19, 2024	Stakeholder meetings
November 20, 2024	Stakeholder meetings
January 23, 2025	New North End Plan Kickoff
January 24, 2025	Stakeholder make up session
January 25, 2025	Winter Farmers Market
January 25, 2025	Sea Caves skating event
February 7, 2025	Winterlude
February 12, 2025	BHS City Lake Semester
February 18, 2025	Trusted Community Voices
February 12, 2025	Wintervale
March 1, 2205	Library Book Sale
March 3, 2025	Azizza Malik's 5th Grade Class
March 12, 2025	Sarah Brown's 5th Grade Class

Wave 2: Plan Framework and Recommendations

Date	Event
May 13, 2025	Stakeholder meetings
May 14, 2025	Stakeholder meetings
May 14, 2025	Open Space Open House
June 6, 2025	Ward 6 NPA
June 7, 2025	Twilight Block Party
June 12, 2025	Ward 2 NPA
June 14, 2025	Farmers Market
June 17, 2025	ONE Farmers Market
June 19, 2025	Ward 5 NPA
June 25, 2025	Leddy Park Beach Bites
June 25, 2025	Wards 4 & 7 NPA

Community Perspectives on Open Space Opportunities

Hope for the future of Open Spaces

Importance of Burlington's open spaces

- A Ecosystem Services
- B Human Health and Wellbeing
- C Flooding in Food Growing Spaces

Balancing needs for people and nature

- A Open Space is Integral to a Thriving City
- B Connections to Nature
- C Balance Growth and Open Space Preservation

Community Concerns

- A Irregular Quality of Park Spaces
- B Pollution in Open Spaces
- C Flooding in Food Growing Spaces

- A Preserve Open Space While Meeting Housing and Other Needs
- B Maintaining momentum for ongoing care and preservation of open spaces

Feelings and Activities

Peace, Calm, Happy, Energized, Relaxed, Connected

Walk, Swim, Bike, Friends, Boat, Lake

Takeaways from common themes

Burlington's parks and open spaces are intertwined and support healthy air, water, people, and wildlife.

There are pressures from development and housing demands that need to be **balanced with future open space investments.**

Providing a variety of experiences

- **A** Open Spaces Support Social Interaction
- **B** Bolster the Local Economy and Make Burlington a Destination

Stewardship and climate resilience

- **A** Connections to Nature
- **B** Diverse Experiences
- **C** Mitigating Climate Change

- **A** Waitlist for Community Gardens
- **B** Park Rule Breakers
- **C** Physical Access for Persons with Disabilities

- **A** Funding for Maintenance, Conservation, and Protection
- **B** Impacts of Pollution and Aggressive Introduced Species

Be Active

Be Restful

Be Communal

Connect with Nature; Wildlife Habitat; Recreation; Clean Water and Air; Food Growth; Climate Resilience; Community Character

Natural spaces should be **accessible for all and support a range of experiences** and activities.

Healthy open spaces **connect us to nature and support a climate ready future,** so it is our job to protect and maintain them.

History of Open Space Use and Protection

Burlington has a long history of open space use and protection, stretching back to pre-colonial times and continuing to today. While there were times when forests were cleared and pollution was common, over the past decades Burlingtonians have prioritized the importance of nature is to the city.

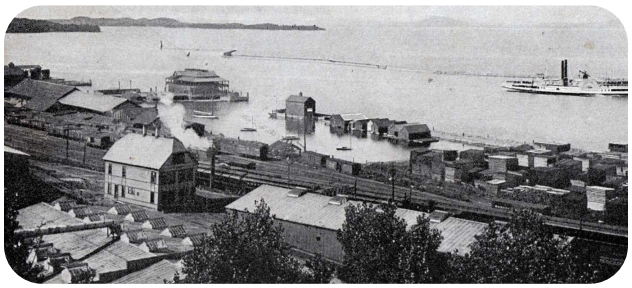
A Pre-1700s

Abenaki couple, 1700s.
Source: City of Montreal

Early Inhabitants

Indigenous Groups: For hundreds of years, the Abenaki people have inhabited and stewarded the land in the northeastern US and Canada. In and around modern-day Burlington, they grew beans, corn, and squash in the rich agricultural soil of the Winooski Floodplain.

B 1700s to 1800s



Burlington's Waterfront, 1800s.
Source: University of Vermont

Resource Extraction

In the mid-1700s, colonists arrived and farmed the floodplain to support their communities. Some forests were cleared for new farmland.

In the 1800s, Burlington became a trading hub. More forests were cleared for lumber, farmland, and grazing land. The waterfront was lined with lumber yards, train companies, power generating plants, and water pumping facilities.

C Early 1900s

Logging in Vermont, 1900s.
Source: VT Dept. of Forests, Parks and Recreation

Industrialization and Ecological Decline

In the early 1900s, the Industrial Revolution ramped up across the US, and factories and coal gas plants popped up across Burlington, including the Barge Canal. Farming in the Intervale declined, and some of Intervale's land became dumping grounds for refuse.

D Mid 1900s

Gardening at the Intervale, 1980s.
Source: Vermont Community Garden Network

Environmental Movement

By the 1970s, the environmental movement was in full swing. Oil tanks on the waterfront were phased out and removed as part of a long-term waterfront plan. Conservation efforts began with the Winooski Valley Park District's acquisition of land and lake shoreline. Tommy Thompson's "Gardens for All" began to reclaim some of the farmland that had previously been lost and set up community gardens.

E 1900s and early 2000s

The Urban Reserve, 1990s.
Source: City of Burlington

Codifying Conservation

In the 1990s, residents called for more conservation efforts to protect natural areas in and around the City. The City purchased 40 acres of land now known as the Urban Reserve.

In the early 2000s, Burlington passed the city's first Open Space Protection Plan, becoming a pioneer among US cities to plan for the future of its green spaces. The Plan included the creation of the Conservation Legacy Fund and was closely followed by the Urban Forestry Master Plan.

F 2020s to today!

Burlington City Hall rain garden, 2020.
Source: Burlington Free Press

Planning for Climate and Equity

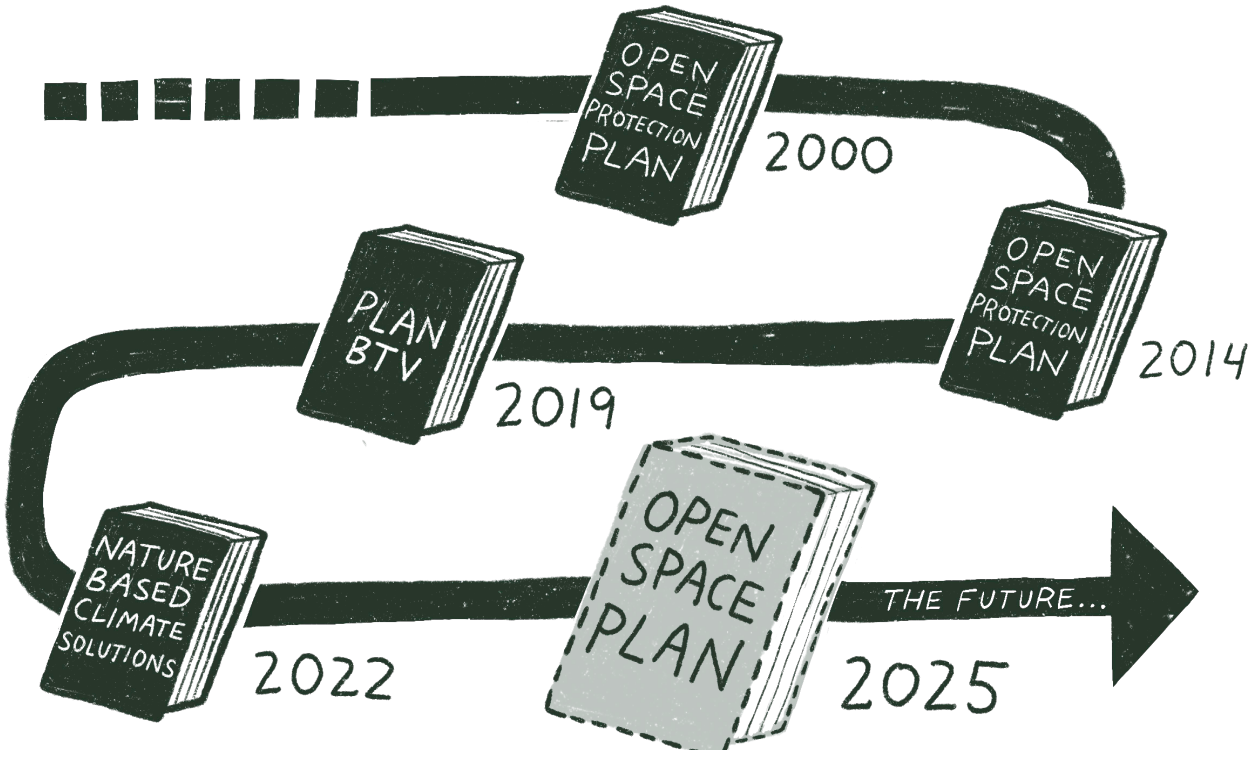
2020s: The City shifts open space planning to focus on equity, accessibility, and fighting climate change with "Nature Based Climate Solutions". Burlington recognizes that a thriving human community is necessary to protect existing natural areas, restore ecosystems, and steward natural resources for a green future.

Legacy of Open Space Planning

Burlington's original Open Space Protection Plan was adopted in 2000.

The Plan grew out of a 1997 City Council Resolution calling for the creation of "a plan to protect important natural areas and open spaces" and had a variety of goals related to identifying, protecting, and preserving the City's natural areas and open spaces. The Plan also created the Conservation Legacy Fund, which is still in use today. It was a visionary plan that grew from a long history of open space stewardship in Burlington and laid a foundation for both Burlington and other cities to protect their futures.

The City's 2014 Open Space Protection Plan Update inventoried open space lands and characterized them with respect to natural areas, urban agriculture, parklands, and green infrastructure. The 2014 Plan also assessed the proximity of residents to existing open space



amenities such as community gardens, parks, and the waterfront. The tactical nature and updated goals of the Plan can be used to identify underserved areas of the city and to determine the best places for open space protection and related open space amenities like community gardens and parklands.

Burlington continued to further the goals of the Open Space Protection Plan in 2022 through the adoption of "Nature Based Climate Solutions: An Addendum to the Burlington Open Space Protection Plan". This addendum was written to further the goals identified in earlier plans, including the Open Space Plan and PlanBTV: Burlington's Comprehensive Plan, while specifically identifying nature-based solutions that will combat climate change. It focuses on climate change and equity and is built on the inextricable link "that a thriving human community is necessary if we want to ensure thriving ecosystems."

"Burlington's citizens, non-profits, and government have a proud tradition of protecting what is important to them and what sets Burlington apart - its sense of place, natural environment, open spaces, and recreational opportunities

As needed growth continues, a comprehensive plan to protect the city's most vulnerable natural areas and significant open spaces becomes a necessity."

- 2000 Open Space Protection Plan

Conservation Legacy Fund

In 2002, the City adopted its first Open Space Protection Plan. It was designed to acknowledge and reflect the high value Burlington's citizens saw in the city's diverse natural areas—and it put forward strategies to uphold and improve stewardship of these irreplaceable lands and waters.

One of the central recommendations of this plan was the creation of the Conservation Legacy Fund. This recommendation went before the voters in November 2002. The ballot question read:

> *"Shall the tax rate ceiling in Sec. 99 of the City Charter be amended by increasing it one (1) cent upon the dollar of the property grand list, from 38.88 cents to 39.88 cents, and shall the voters recommend authorizing the appropriation of such increase to be placed in a special revenue account under the name of the Burlington Conservation Legacy Fund, the purpose of which is the purchase and protection of important natural areas and open space."*

The ballot item passed with 70% approval.

This fund was created to:

- **Fund Land Acquisition** and long-term protection of natural areas, open spaces, and greenspaces through acquisition by the City and other interested parties.
- Support **Long-Term Stewardship**, including the development and implementation of management plans, for natural areas and open spaces in the City. Some of these areas were to be permanently managed by the City of Burlington's Conservation Legacy Program as Urban Wilds.
- Develop and support **Conservation Education Programs** administered under the Burlington Conservation Legacy Program.

Since its inception, the Conservation Legacy Fund has achieved many of the goals set out by the original open space plan. These achievements include:

- Creation and funding of a City Land Steward staff position in 2005.
- Creation of a Conservation Field Coordinator position in 2023, with 50% of the funding for the position coming from the fund.
- $1.7 million invested in land acquisitions and easement purchases conserving 236 acres at 10 locations in the City.
- $4.2 million additional dollars raised as matching funds.

In 2022, a Nature-Based Climate Solutions Addendum was added to the Open Space Protection Plan. To address the threat that climate change poses to the health of the city's natural areas and to support the role that ecosystems play in ameliorating the effects of a warming climate, the Addendum identified nature-based goals and strategies aimed at resiliency in a fast-warming world.

To support this work, the Conservation Legacy Fund expanded its purview the same year. A percentage of the Conservation Legacy Fund was made available in 2023 to provide funds for a new annual Conservation Legacy Grant program. The program is competitive and has provided financial support to local climate initiatives including invasive species management, native pollinator habitat restoration, collective gardening, and native tree nurseries. In the first two years of this innovative program, $332,060 were dispersed in support of seven local nature-based climate solution projects.

The Conservation Legacy Fund has been a noteworthy force in protecting natural areas and keeping the city healthy, ecologically rich, and green.

However, unlike other dedicated city funds, the way this fund was laid out means that it does not grow as the city's grand list grows. Its relative worth declines with every year.

Looking ahead, there is a sustained need within Burlington for the Conservation Legacy Fund to continue to fund land acquisition, conservation education and nature-based climate solutions. But the fund also needs to be broadened to support conservation infrastructure within the city's green spaces. Community assets—such as trails, wetland boardwalks, and improved connectivity for enhanced and managed access to our spaces—are needed, and the Conservation Legacy Fund provides a powerful tool and opportunity to meet these needs.

Growing Open Space and Stewardship

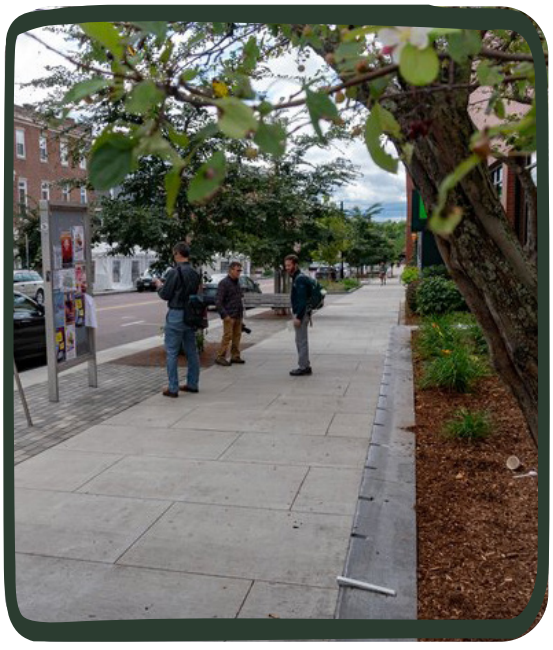
In recent years, the City of Burlington and other partners have continued to expand open space and increase stewardship. Here are a few examples...

Northbend Orchard on Manhattan Drive

In 2020, residents on Manhattan Drive petitioned the city to plant fruit trees and move boulders to bring more life into a roadside grassy median. It was converted from a space with no ecological or community purpose to a no-mow zone that reestablishes habitat, attracts pollinators, and increases tree canopy.

St. Paul Street Green Infrastructure

As part of the Great Streets Initiative, St. Paul Street saw a major overhaul in 2018 that combined pedestrian-bicyclist initiatives with green stormwater infrastructure. Corner bumpouts made intersections shorter and more visible for pedestrians and widened sidewalks became more comfortable while rain gardens, permeable pavers, and soil cells guide runoff to flow into the stormwater system.



Conservation Legacy Grants

The Conservation Legacy Grant is an annual grant program to grow Nature-Based Climate Solutions in Burlington. Since its inception, grants have been awarded to individuals and groups to complete projects in the city that address strategies and actions identified in the Addendum's Implementation Matrix for at least two of the Addendum's six core principles.

Burlington City and Lake Semester

Run out of Burlington High School, the Burlington City and Lake Semester program treats the city as its classroom to "explor[e] the people, places, problems and possibilities of our community." Its curriculum covers a wide breadth of topics. Those pertaining to open space have included native species restoration, climate resilience tree-planting with Burlington Parks, Recreation and Waterfront Department, and restoring reptile habitat at Delta Park.

Grow Wild Native Plant Giveaway

Grow Wild–a part of Burlington Wildways–has now run its third annual native plant giveaway in collaboration with the University of Vermont. The program gave away over 1,300 seedlings in 2025. Planting native plants to enhance native pollinator and insect diversity is a nature-based solution that can strengthen the local environment and help mitigate effects of climate change.

2

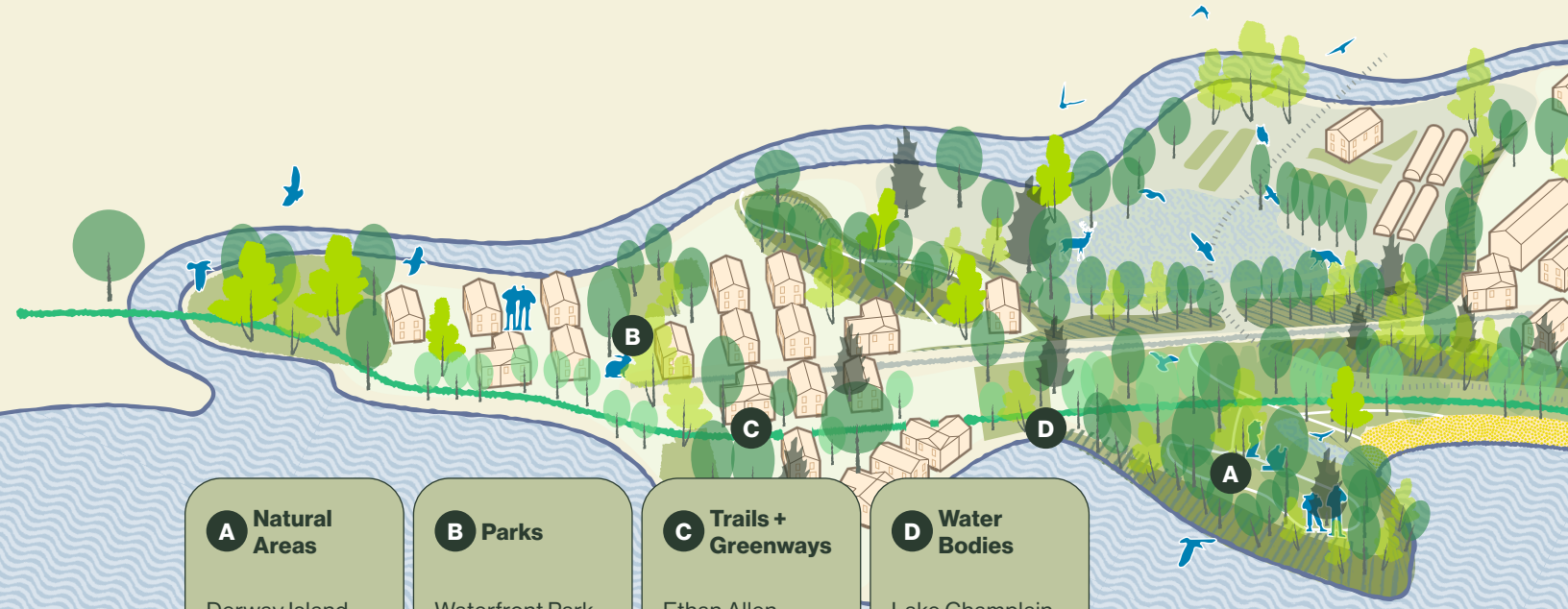
Burlington's Open Spaces Today

The city has many types of open spaces, from large parks to backyards. Together, these open spaces create networks that support people and wildlife.

What is Open Space?

"Open space" describes areas that are green and have natural elements, like plants and animals. They are used by people for many reasons, including both active and passive recreation, play, leisure, and growing food. Environmentally, they're critical for wildlife and for climate resilience. In cities, they provide residents with a connection to nature.

Typically, open spaces in cities are thought of primarily as parks, trails, water bodies, and natural areas. Burlington has an abundance of these that are frequented by residents and visitors alike, from the smallest Smalley Park to the trail-filled and mostly wild Arms Forest. While some cities' waterfront land is for private use only, much of Burlington's publicly-accessible open spaces line waterways like Lake Champlain and the Winooski River–evidence of the city historically stewarding open space for public enjoyment and conservation.



A Natural Areas

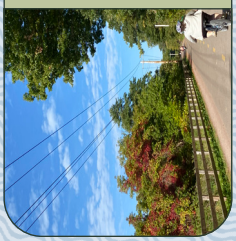
Derway Island, Arms Forest, Rock Point

B Parks

Waterfront Park, Calahan Park, Schifilliti Park

C Trails + Greenways

Ethan Allen Park, Burlington Greenway



D Water Bodies

Lake Champlain, Winooski River, Englesby Brook

There's more to Open Space than we think...

There are lots of other types of green spaces to care and plan for. Many other open spaces also contribute to Burlington's open space network, providing home to our city's wildlife and providing ecosystem services that we all benefit from.

Burlington's unique landscape includes working lands (such as the Intervale Center and community gardens), private open space, and other green spaces. Smaller spaces, such as lawns, pocket parks, and green infrastructure, can also be important interstitial pieces of the overall open space network. The ecological and environmental health of our city is not limited to public land. Water flows and wildlife move seamlessly cross parcel boundaries, and 38% of our urban forest sits on private residential parcels. This Plan aims to guide actions by the City of Burlington, while also offering ways other partners and residents can also support open space stewardship.

Types of Open Space

Burlington is unique in the rich diversity of its open space. While it has those typically found in urban areas–parks and playgrounds–it also has many natural communities of statewide significance in natural areas like Derway Island and water bodies like Lake Champlain and the Winooski River. Burlington's open space network is not complete without areas that are not typically found in an urban space plan: working lands, private open spaces, and other open spaces. Planning for all types of open space is important to ensure a connected network of open spaces and tree canopy.

Parks

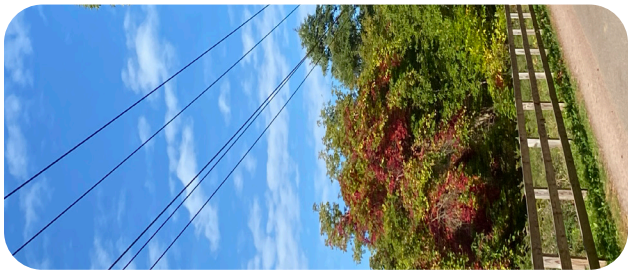
Parks are areas used primarily by people for recreation and gathering. They vary greatly in size: some are many acres large, like Leddy Park, while others are a small patch of grass on a street corner, like Dewey Park. Their amenities also vary greatly: they may include benches, water features, playgrounds, ballfields, and skate parks.

Water Bodies

Water bodies include natural or man-made lakes and streams. They form a network of waterways connected to watersheds and the region that serve important ecological functions–including circulating water throughout natural areas and bringing water to wetlands and floodplains. They are also commonly enjoyed recreationally for swimming, kayaking, and other water-based activities.

Natural Areas

Natural areas are lands with outstanding natural resources that function with little maintenance from people. These include forests, wetlands, and wildlife habitats. They may have trails and limited amenities and are generally not intensely managed. In addition to serving ecological functions, they also provide people with direct connections to the natural world. Some natural areas include Derway Island, Arms Forest, Rock Point, and Centennial Woods.



Trails + Greenways

Many natural areas and parks have paths used by people for recreation and mobility. They are paved or unpaved, single or multi-modal, through forests or along the water's edge. The Burlington Greenway is among the most well-known and well-loved multi-use paths in the city, stretching from its entire north-south extent along Lake Champlain. The 127 Bike Path serves a similar function on the eastern edge along the Intervale, and many trails connect between them through open space–including some that are part of Burlington Wildways.

Private Open Spaces

While local governments tend to concentrate open space efforts on public land, there is much privately owned land with green space that can also contribute to the ecological health and even sometimes the recreational experience of the community. Collaboration with landowners and actions by private property owners are critical to supporting the overall health of our city's ecosystems.

Examples: University of Vermont, Rock Point, Burlington Country Club

Working Lands

Working lands are considered lands used by people to grow food, maintain orchards, and raise livestock. They can be for personal or commercial use and span small community gardens to large agricultural plots like the Intervale. Having access to local working lands and their products allows communities to be more self-sustaining, relying less on supply chains for sustenance.

Other Open Spaces

In addition to the previously mentioned types, there are other areas–many small ones–that serve or have the potential to contribute to the open space network throughout the city. They are often overlooked as interstitial spaces but, all together, can contribute positively to open space networks. They can include lawns, pocket parks, green infrastructure, planted medians, school yards, vacant lots, and cemeteries.

Open Space Inventory

This map shows the current inventory of open space in Burlington.

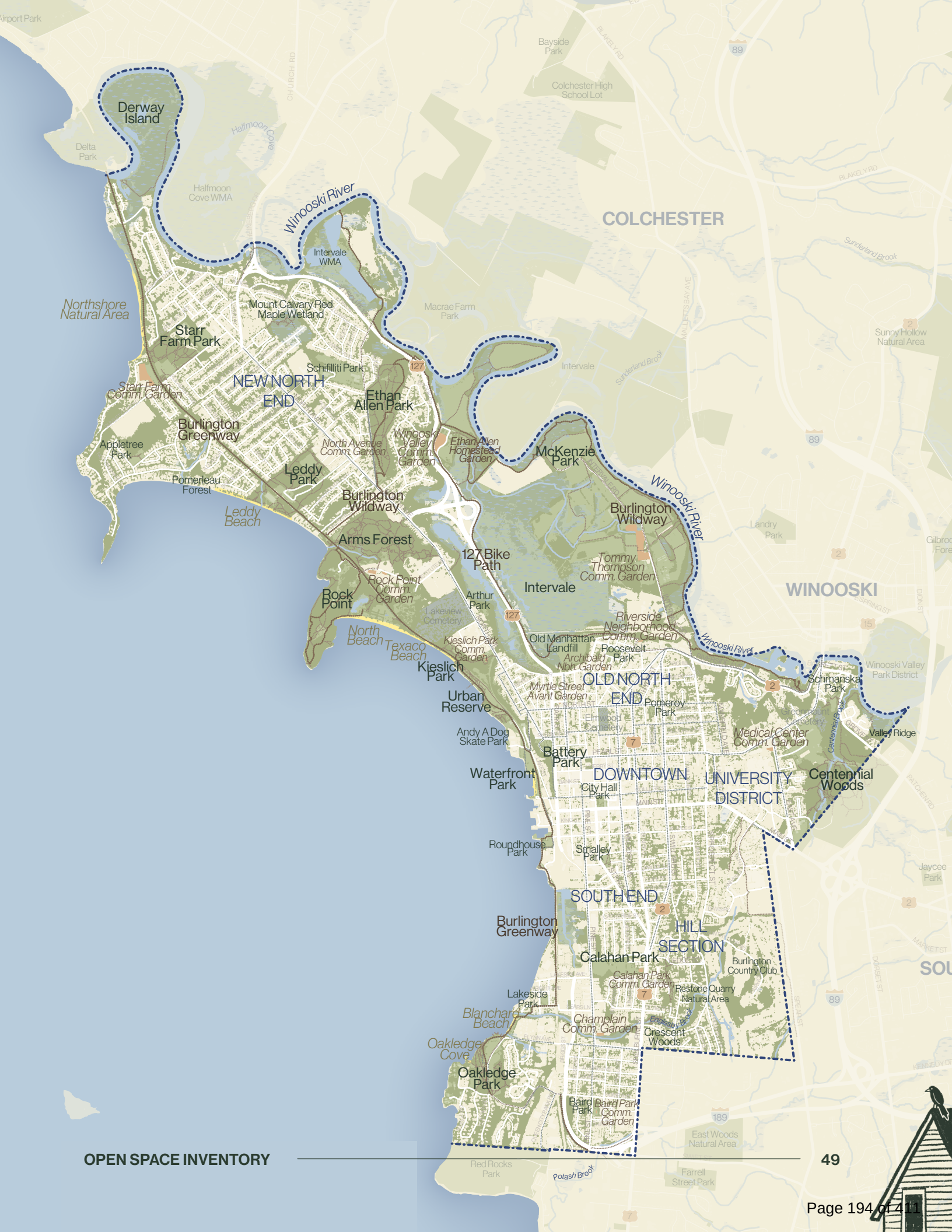
It includes the seven types of open space categorized in this plan with the addition of the tree canopy. Shown together, it becomes clear how green the city is. Though not all this land is publicly accessible, we can get a sense of where we can enjoy natural spaces—much of the green space shown is not in an officially designated park, it could be in your backyard.

Find your favorite open space and see what else is nearby!

- Burlington Border
- Trails & Greenways
- Bike Infrastructure
- Tree Canopy
- Parks & Natural Areas
- Cemetery*
- Community Gardens†
- Beach
- Water
- Wetland

* Cemeteries are considered "other open space", along with lawns, pocket parks, green infrastructure, planted medians, school yards, vacant lots.

† Community gardens are a type of working land. The Intervale, shown on this map as a park or natural area, is the main agricultural working land in Burlington.


Derway Island
Delta Park
Halfmoon Cove
Halfmoon Cove WMA
Winooski River
Intervale WMA
Northshore Natural Area
Mount Calvary Red Maple Wetland
Starr Farm Park
Schifilliti Park
Starr Farm Comm. Garden
NEW NORTH END
Ethan Allen Park
Burlington Greenway
Appletree Park
North Avenue Comm. Garden
Winooski Valley Comm. Garden
Ethan Allen Homestead Garden
McKenzie Park
Pomerleau Forest
Leddy Park
Leddy Beach
Burlington Wildway
Arms Forest
127 Bike Path
Tommy Thompson Comm. Garden
Rock Point Comm. Garden
Rock Point
Arthur Park
Intervale
Lakeview Cemetery
North Beach
Texaco Beach
Kieslich Park Comm. Garden
Kieslich Park
Old Manhattan Landfill
Riverside Neighborhood Comm. Garden
Roosevelt Park
Archibald Nbh. Garden
Urban Reserve
Myrtle Street Avant Garden
OLD NORTH END
Pomeroy Park
Elmwood Cemetery
Andy A Dog Skate Park
Battery Park
Waterfront Park
DOWNTOWN
City Hall Park
UNIVERSITY DISTRICT
Medical Center Comm. Garden
Centennial Woods
Roundhouse Park
Smalley Park
SOUTH END
Burlington Greenway
HILL SECTION
Calahan Park
Calahan Park Comm. Garden
Burlington Country Club
Restone Quarry Natural Area
Lakeside Park
Blanchard Beach
Champlain Comm. Garden
Crescent Woods
Oakledge Cove
Oakledge Park
Baird Park
Baird Park Comm. Garden
COLCHESTER
WINOOSKI
Bayside Park
Colchester High School Lot
Macrae Farm Park
Sunny Hollow Natural Area
Landry Park
Winooski Valley Park District
Schmanska Park
Valley Ridge
Jaycee Park
East Woods Natural Area
Red Rocks Park
Potash Brook
Farrell Street Park
Airport Park

Burlington's Natural Communities

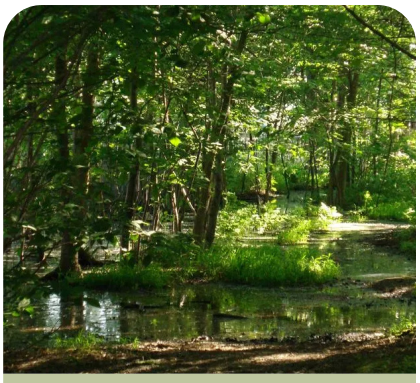
The 2014 Open Space Protection Plan identified several natural communities that comprise most of the natural and semi-natural lands (about 67 percent) of the City's 6,775 acres of undeveloped land and water. The communities listed below represent the majority of the naturalized land surface in Burlington's natural areas and parks.

Dry Red Oak-White Pine Forest
(Dry Oak-Pine Forest)

Small forests on ridgetops, south to west slopes, with thin soil and rocky outcrops.

Mesic Pine-Oak Sandplain Forest

Small to moderate-sized forests on gentle slopes and level ground in sandy outwash and lakeplain; most extensive upland forest type in City.



Maple-Green Ash Swamp
(Red Maple Swamp)

Small to moderate-sized depressions in landscape; high water table; floods in spring.

Silver Maple-Sensitive/Maple-Ostrich Fern Floodplain Forest
(Silver Maple Floodplain Forest)

Moderate-sized to large forests in the floodplain of the Winooski River; most extensive forest type in city.

Alder Swamp

Small depressional areas in level to gently sloping landscapes, including floodplains.

Shallow Emergent Marsh
Cattail Marsh
(Emergent Marsh)

Low, permanently inundated areas in floodplains and at edges of lakes and rivers.

Natural Community Types

Dry Red Oak-White Pine Forest

(Dry Oak-Pine Forest)

Main Species

- Red oak
- White pine
- Black oak
- Big-tooth aspen
- Hickory

Soil

Farmington extremely rocky loam; Colton and Stetson sand

Major Issues

- Tree regeneration suppression by common buckthorn, Morrow's honeysuckle
- Managing transition from Norway maple and black locust to diverse canopy

Restoration Priorities

- Ensure native tree canopy replacement by controlling structure-altering aggressive introduced species
- Maintain continuous forest canopy cover
- Manage understory shading to support tree seedlings and native shrubs/herbs
- Reduce edge effects by reversing forest fragmentation

Mesic Pine-Oak Sandplain Forest

Main Species

- White pine, oak (red, white, black)
- American beech
- Ironwood
- Eastern hemlock
- Sugar maple
- Red maple
- Black cherry

Soil

Adams and Windsor loamy sand; Hartland very fine sandy loam

Major Issues

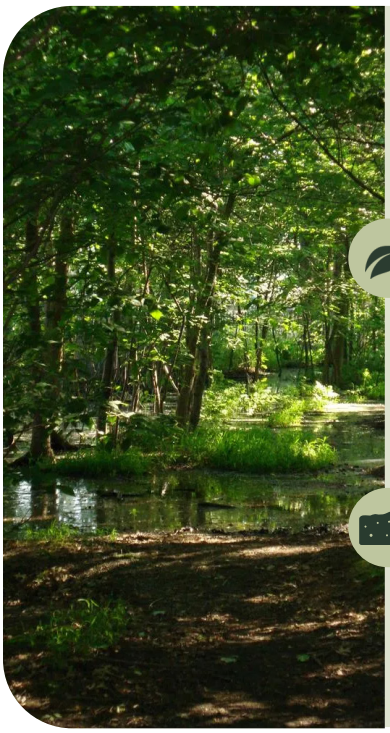
- Tree regeneration suppressed by buckthorn (common, glossy), Morrow's honeysuckle, Norway maple
- Managing transition from single-species pine plantations to diverse forest canopy

Restoration Priorities

- Ensure native tree canopy replacement by controlling structure-altering aggressive introduced species
- Maintain continuous forest canopy cover
- Manage understory shading to support tree seedlings and native shrubs/herbs
- Reduce edge effects by reversing forest fragmentation

Burlington's Natural Communities

Natural Community Types



Maple-Green Ash Swamp

(Red Maple Swamp)

Main Species
- Red maple
- Ash (green, black)
- Oak (black, red)
- Paper birch
- White pine

Soil
Au Gres fine sandy loam (seasonally wet)

Major Issues
- Small size invites aggressive introduced species and over-use
- Alteration of groundwater due to surrounding impervious cover and surface drainage
- Colonization by deep-shade-casting trees and shrubs (e.g, sugar/Norway maple; glossy buckthorn)

Restoration Priorities
- Reduce edge effects by native shrub plantings at margins
- Monitor and manage tree canopy regeneration
- Monitor and manage shrub layer to support native ground layer

Silver Maple-Sensitive Fern Floodplain Forest
Silver Maple-Ostrich Fern Floodplain Forest

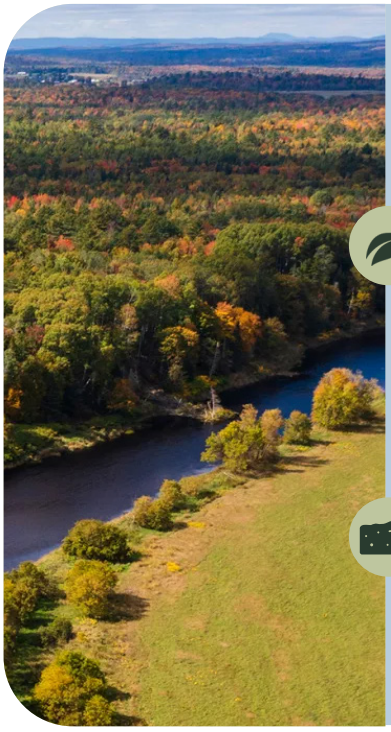
(Silver Maple Floodplain Forest)

Main Species
- Silver maple
- Box-elder
- Cottonwood
- Green ash

Soil
Limerick silt loam; Winooski very fine sandy loam; Hadley very fine sandy loam—all types are flooded

Major Issues
- Many aggressive introduced community-altering plant species due to frequent flooding
- Edge effects in narrow bands of forest

Restoration Priorities
- Identify most abundant structure-altering species for control
- Focus control on early infestations of these species
- Reduce edge effects by reversing forest fragmentation



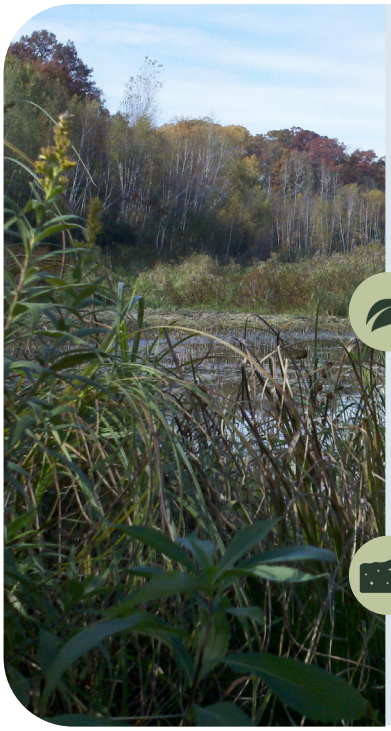
Alder Swamp

Main Species
- Speckled alder
- Willow
- Quaking aspen
- Reed canary grass
- Sedges
- Bluejoint reed grass

Major Issues
- Reduced plant and pollinator diversity due to local dominance by reed canary grass

Soil
Covington silty clay (wet), others

Restoration Priorities
- Identify and evaluate candidates for restoration where other plant communities are being restored and managed for the long term



Shallow Emergent Marsh
Cattail Marsh

(Emergent Marsh)

Main Species
- Narrow-leaved cattail
- Giant reed
- Reed canary grass
- Bulrushes
- Sedges

Major Issues
- Dominance by a few plant species
- Low plant and pollinator diversity

Soil
(Unknown)

Restoration Priorities
- Identify and evaluate candidates for restoration where other plant communities are being restored and managed for the long term

Urban Forest Snapshot

The University of Vermont's Spatial Analysis Lab conducted a Tree Canopy Assessment to detect and analyze changes in the city's tree canopy across a ten-year period, from 2014 to 2023. Using LiDAR data and processes developed by the USDA Forest Service, they found that Burlington has 40% tree canopy coverage–relatively stable since 2014 with a 1.6% decrease in ten years.

The change was not consistent across the city's area: some places lost trees (like parts of the New North End, Downtown, and South End) while others gained (like the University District, Intervale, and Rock Point. Tree canopy change was attributed to a number of factors: some losses were individual tree removals on private yards while others were cleared patches for new construction. Growth of existing tree canopy was the biggest contributor to gains.

To aid the city in planning how to maintain or grow tree canopy for the next ten years, the assessment also included analyzing land cover to quantify existing tree canopy, possible tree canopy, and land not suitable for trees. Areas with possible tree canopy could be vegetated areas that do not currently have trees, such as grass or shrub area, or paved areas that could be converted to green, such as bare soil or parking lots. 33% of the city's land area falls into this category–though some, like agricultural land in the Intervale, is not culturally suitable for trees. Combined with local knowledge, this assessment can help the city plan for opportunities to increase tree canopy.

Trees in Burlington

111,912+

Individual trees estimated in 2023

40% tree canopy in 2023

2,630 acres of tree canopy (2023)

Tree canopy is unequally distributed

Change in Tree Canopy (2014-2023)

+228 acres tree canopy **gained**

-337 acres tree canopy **lost**

Absolute Change in Tree Canopy

=

Loss of 109 acres

Net Change in Tree Canopy

That's the equivalent of 18 Battery Parks, 15 Sea Cave skating areas, or 1.5 Ethan Allen Parks!

Urban Tree Canopy Assessment by UVM

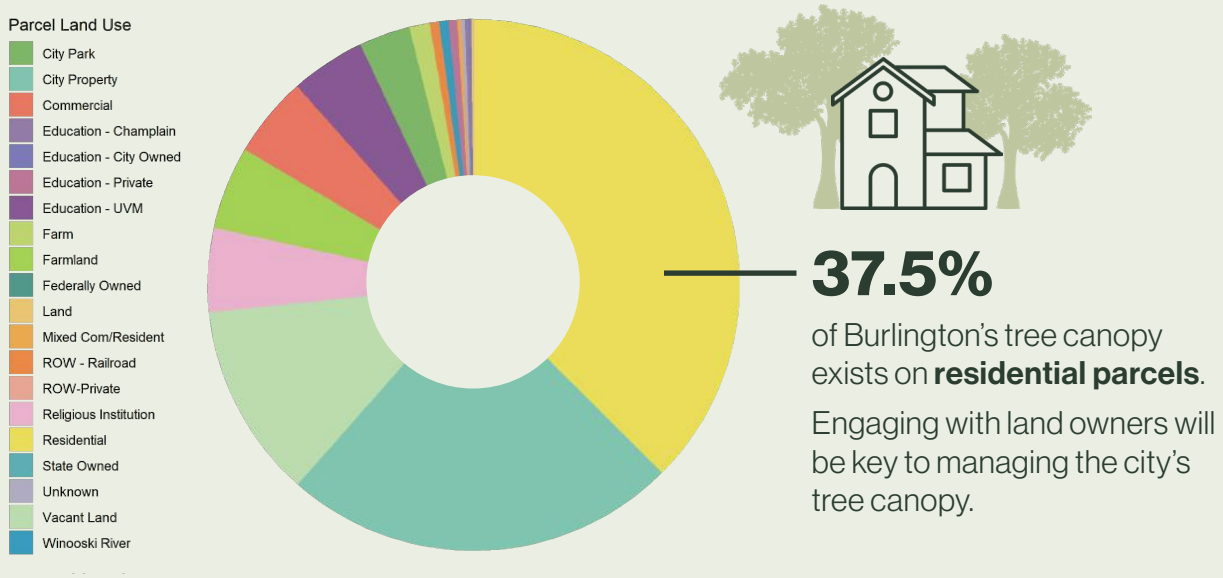
Burlington's urban forest includes a mix of larger patches, smaller patches, and isolated trees. There is no ideal patch size —each patch can be evaluated independently for what it contains and protects.

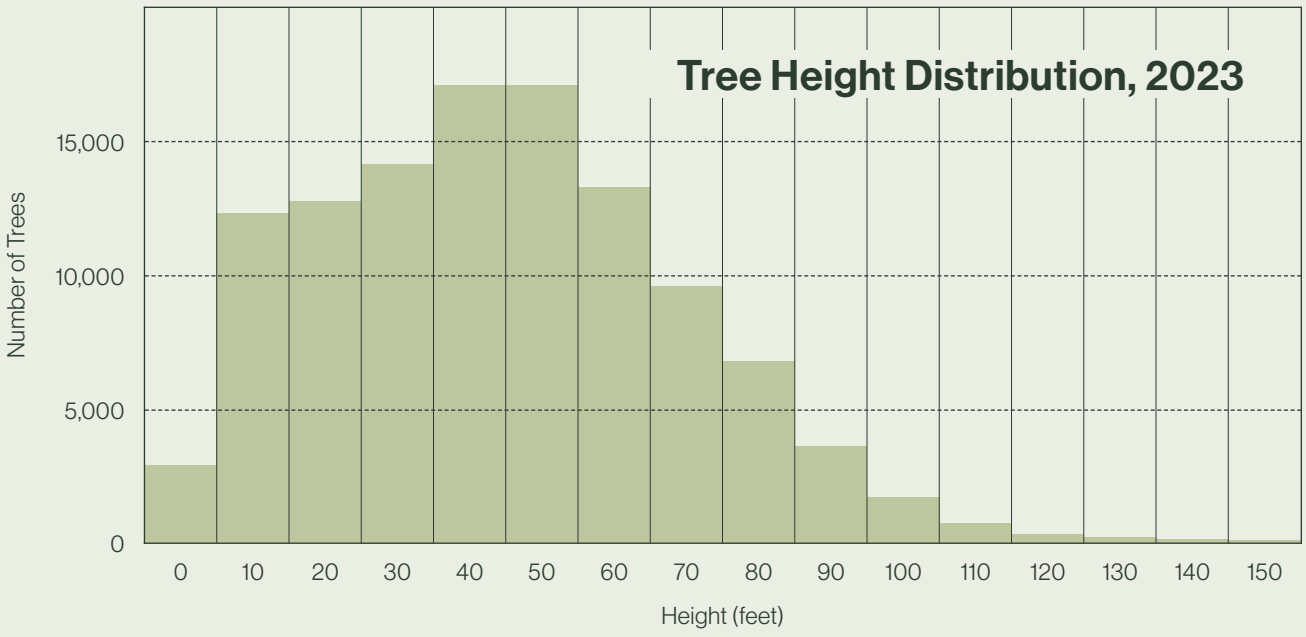
Larger forests like at Rock Point, Arms Forest, and Ethan Allen Park support a range of local and migrating wildlife.

Urban Forest Snapshot

Urban Forest Today

Trees by Land Use

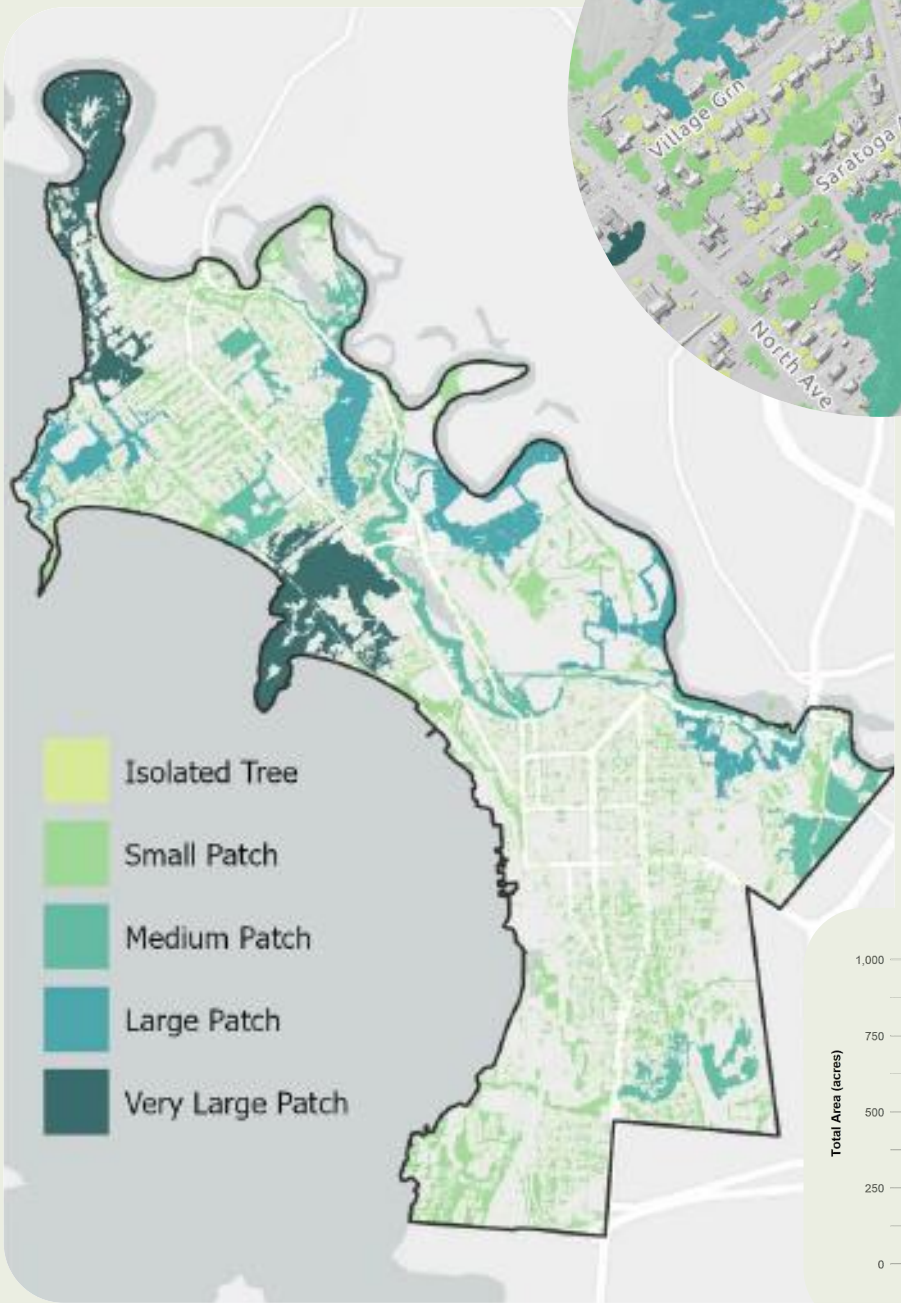


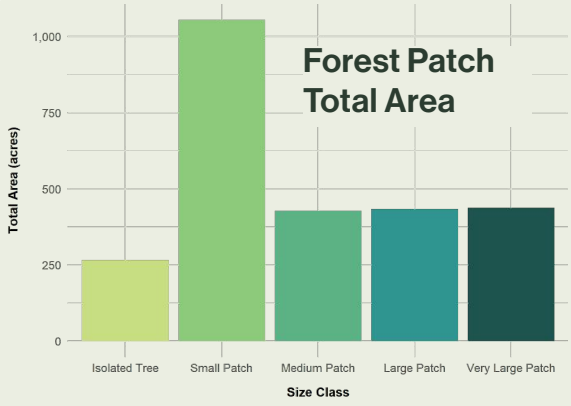


Urban Tree Canopy Assessment by UVM

Forest Patch Sizes

Example close-up of forest patch size classification





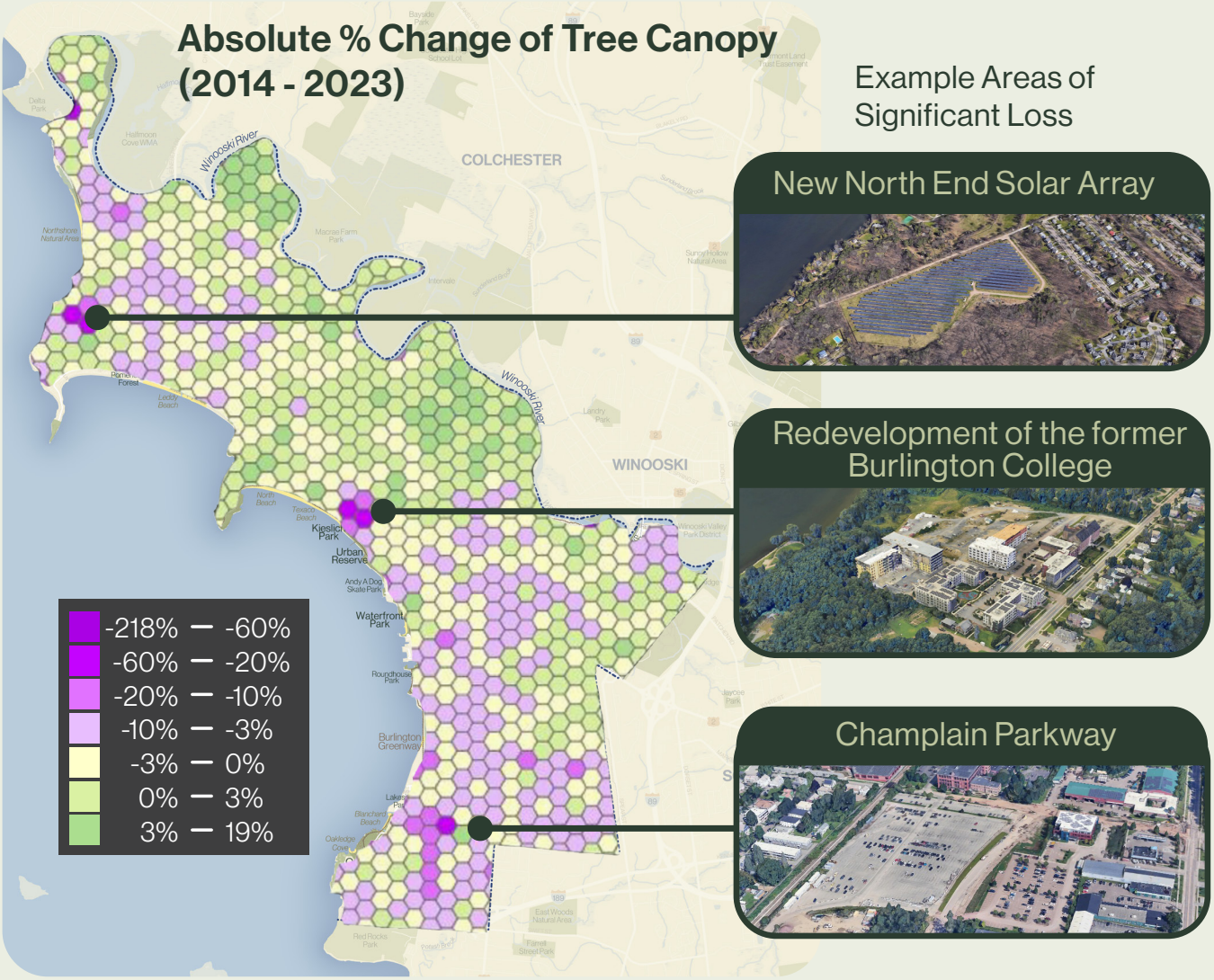
Urban Forest Snapshot

Changes in last 10 years

While there is not one singular goal for the urban forest, strategies can involve considering where tree canopy is below the city's average and target those areas to plant new trees.

Changes from 2014-2023

Burlington has experienced a net decrease in tree canopy over the 2014 to 2023 time period, but the story of change is more nuanced, with a mix of loss and gain. All areas of the city experienced both gains and losses of tree canopy, though some areas saw a net increase and others a net decrease. Removal and die off of mature trees resulted in the loss of large patches of tree canopy. Mature trees with large crowns contribute substantially to tree canopy and take decades to grow, so their loss creates large, localized declines in tree canopy. Even though there was evidence of tree loss throughout Burlington, planting efforts, preservation programs, and natural growth helped offset losses and stem decline.

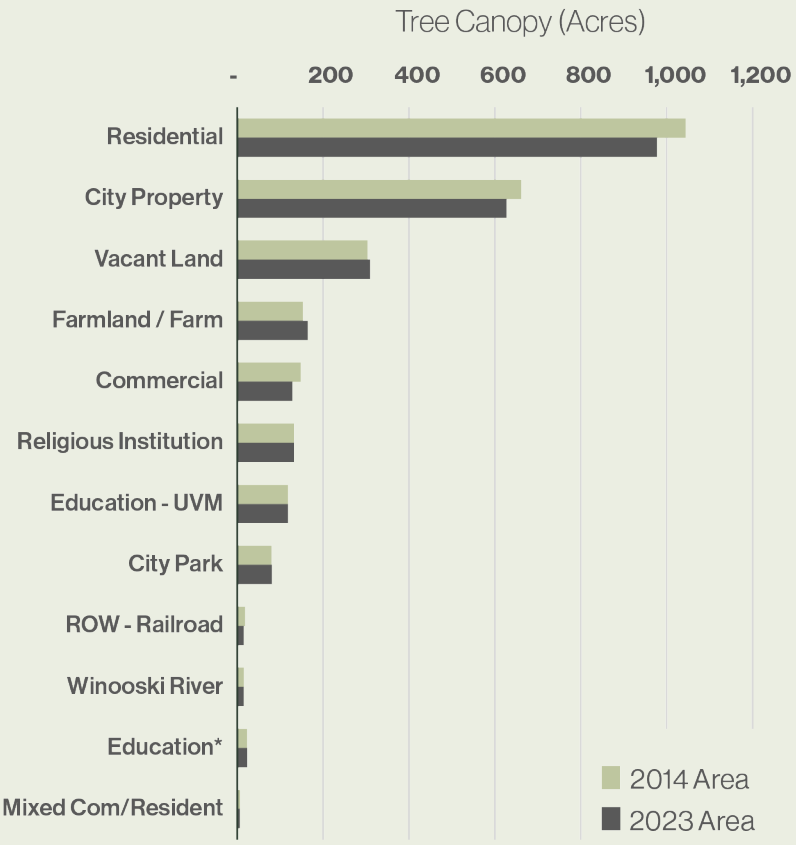


Urban Tree Canopy Assessment by UVM

Losses in tree canopy are outpacing gains, resulting in a net decrease in tree canopy. Burlington has experienced 4% relative loss of tree canopy.

Growth of existing tree canopy is the biggest contributor to Burlington's tree canopy gains.

Tree Canopy Change by Land Use



*Includes Private, Champlain, and City-owned

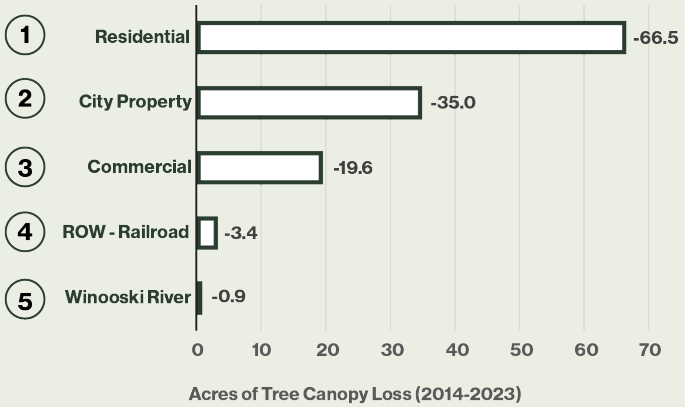
Managing Ash Tree Loss and Planning for a Resilient Urban Canopy

The recent spread of emerald ash borer, which was confirmed in Burlington in July 2024, has led to the removal of ash trees throughout the city. Nearly all ash trees are expected to be affected by the ash borer in the coming years, presenting a significant challenge for the urban forest and forest blocks both large and small.

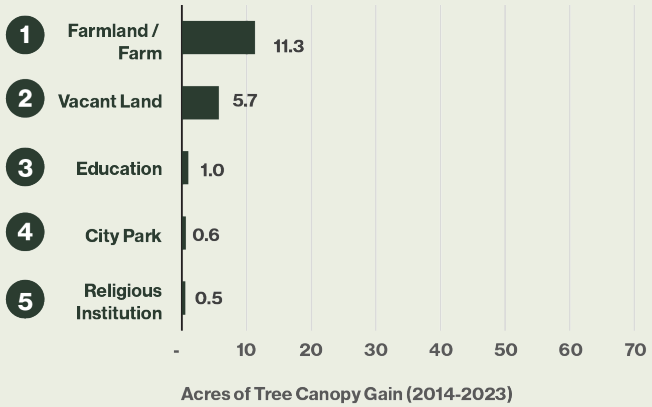
However, in anticipation of this impact, the City initiated an ambitious tree planting program over the past seven years, planting nearly 2,100 new trees across every ward of the city. These plantings were placed in locations with existing ash trees—such as Scarff and Ferguson Avenues, Upper College St., and the Appletree Point neighborhood—in anticipation of canopy loss due to the ash borer.

As more space opens up following ash tree removals, the City will continue to plant a diverse mix of species, aiming to strengthen and sustain a healthier, more resilient urban forest in the future.

Most Tree Canopy Loss



Most Tree Canopy Gain



3

Vision and Goals

Building on the original vision from the 2000 Open Space Protection Plan, this chapter reaffirms our city's commitment to stewarding Burlington's open space network and incorporating nature-based climate solutions.

Vision Statement

Burlington is a Nature-Filled City

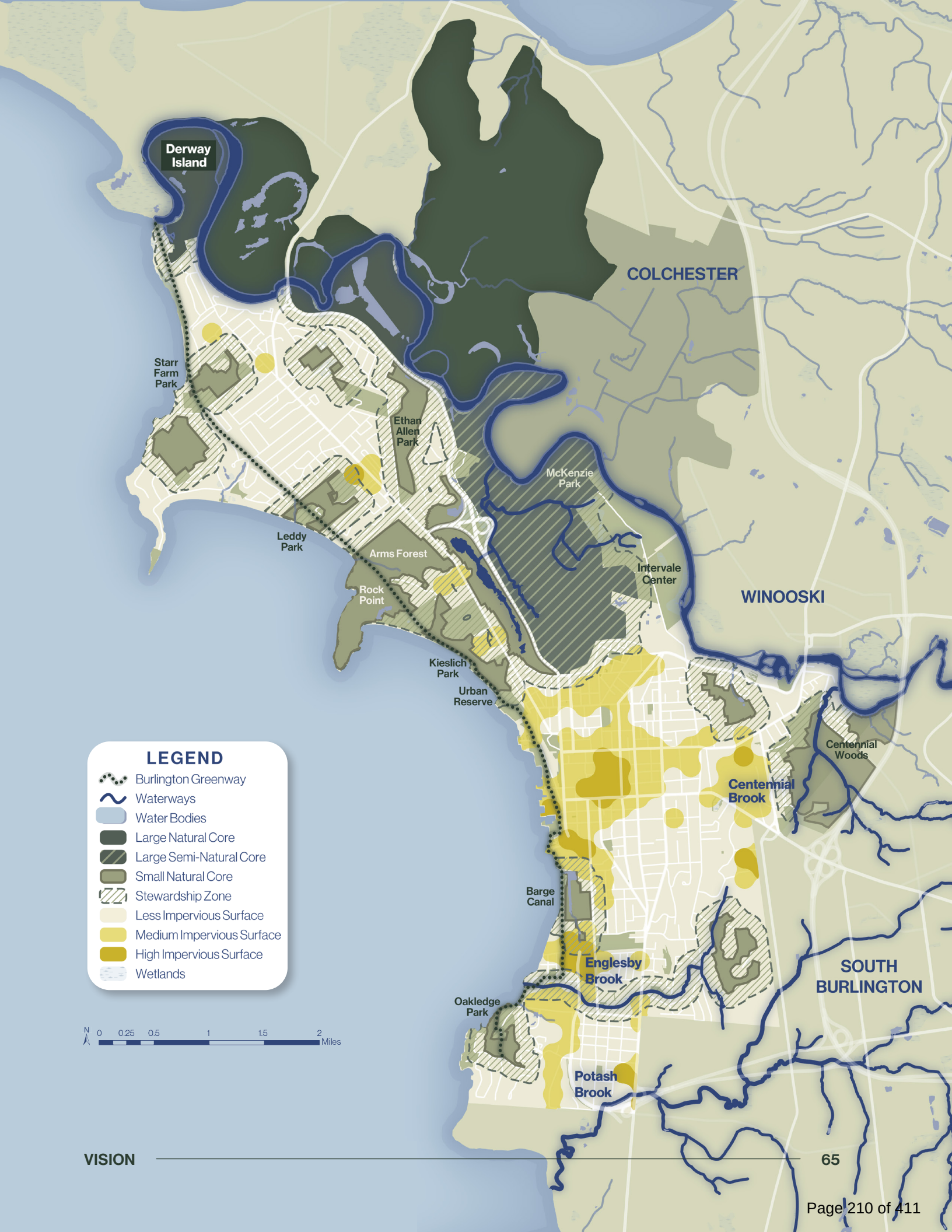
Healthy open spaces that connect lake to river create a linked network where wildlife thrives. Around every corner, there are a variety of natural experiences that can be enjoyed by residents and visitors alike. Community gardens and urban farms burst with local produce. Burlington's open spaces invite all to explore, play, and grow—

creating a city where people and ecosystems flourish side by side.

Healthy Connected Ecosystems Framework

Since the first colonialists arrived in Burlington and settled along the shores of what is now Lake Champlain, the city has undergone significant changes to meet the needs of a growing population and shifting industry demands, and the natural ecosystem and wildlife patterns have been impacted by human activity. To reinvest in the city's open spaces, wildlife health, and human connections to nature, the plan outlines a comprehensive, scientifically based ecological framework. The framework's goal is to be widely accessible and actionable by city staff, advocates, and the broader public.

Burlington's healthy ecosystem framework describes the conditions that enable an ecosystem to maintain its structure, function, and ability to recover from change and development. This includes a foundation of protected core natural areas that are large enough and continuous enough to support wildlife that depend upon large natural areas to live. This framework identifies where to prioritize conservation efforts and sustainable resource management to have the greatest impact. It shows where actions in and near open spaces should be considered with a heightened lens for their open space impacts and stewardship opportunities.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Urban Reserve
Centennial Woods
Centennial Brook
Barge Canal
Englesby Brook
SOUTH BURLINGTON
Oakledge Park
Potash Brook
LEGEND
Burlington Greenway
Waterways
Water Bodies
Large Natural Core
Large Semi-Natural Core
Small Natural Core
Stewardship Zone
Less Impervious Surface
Medium Impervious Surface
High Impervious Surface
Wetlands
N
0 0.25 0.5 1 1.5 2
Miles

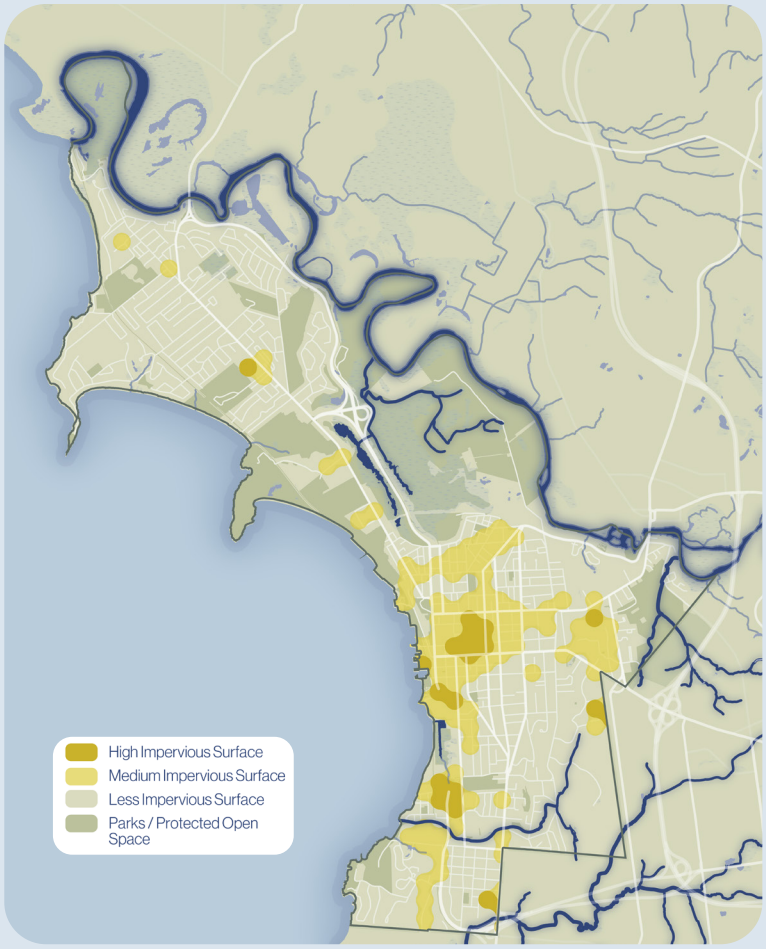
Layers of the Healthy Ecosystems Framework

Core Ecological Areas

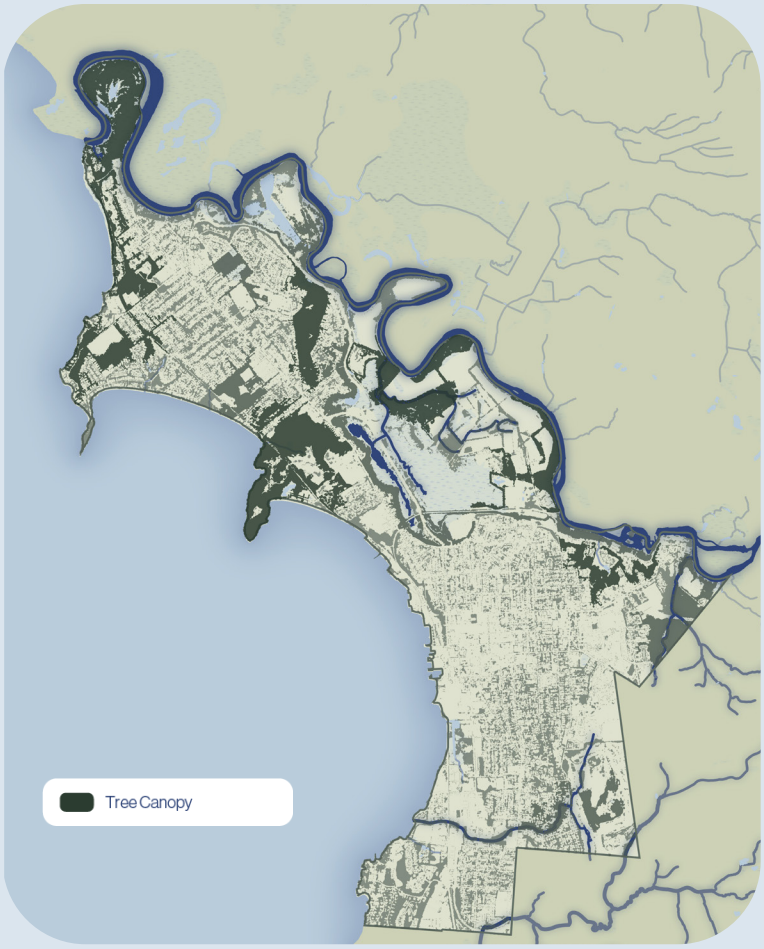
Water, Wetlands, and Floodplains

** see Urban Forest Snapshot, CONSERVE, and CONNECT sections for descriptions of these layers*

Impervious Surface Density



Tree Canopy



Goals and Strategies Overview

CONSERVE

Stewarding Burlington's network of protected lands to support healthy ecosystems and a healthy city

- **CS1** Expand restoration and management city-wide
- **CS2** Support wildlife movement and ecological health
- **CS3** Evolve the conservation fund to be flexible to changing needs
- **CS4** Collaborate to acquire land to protect open space for future generations

CONNECT

Knitting the landscape together through green infrastructure, stewardship, and green design standards.

- **CN1** Grow and celebrate nature-based climate solutions across the city
- **CN2** Cultivate an ecosystem of stewardship
- **CN3** Enhance and protect Burlington's urban forest
- **CN4** Encourage new development to incorporate nature-based principles

EXPERIENCE

Expanding a variety of nature experiences across Burlington

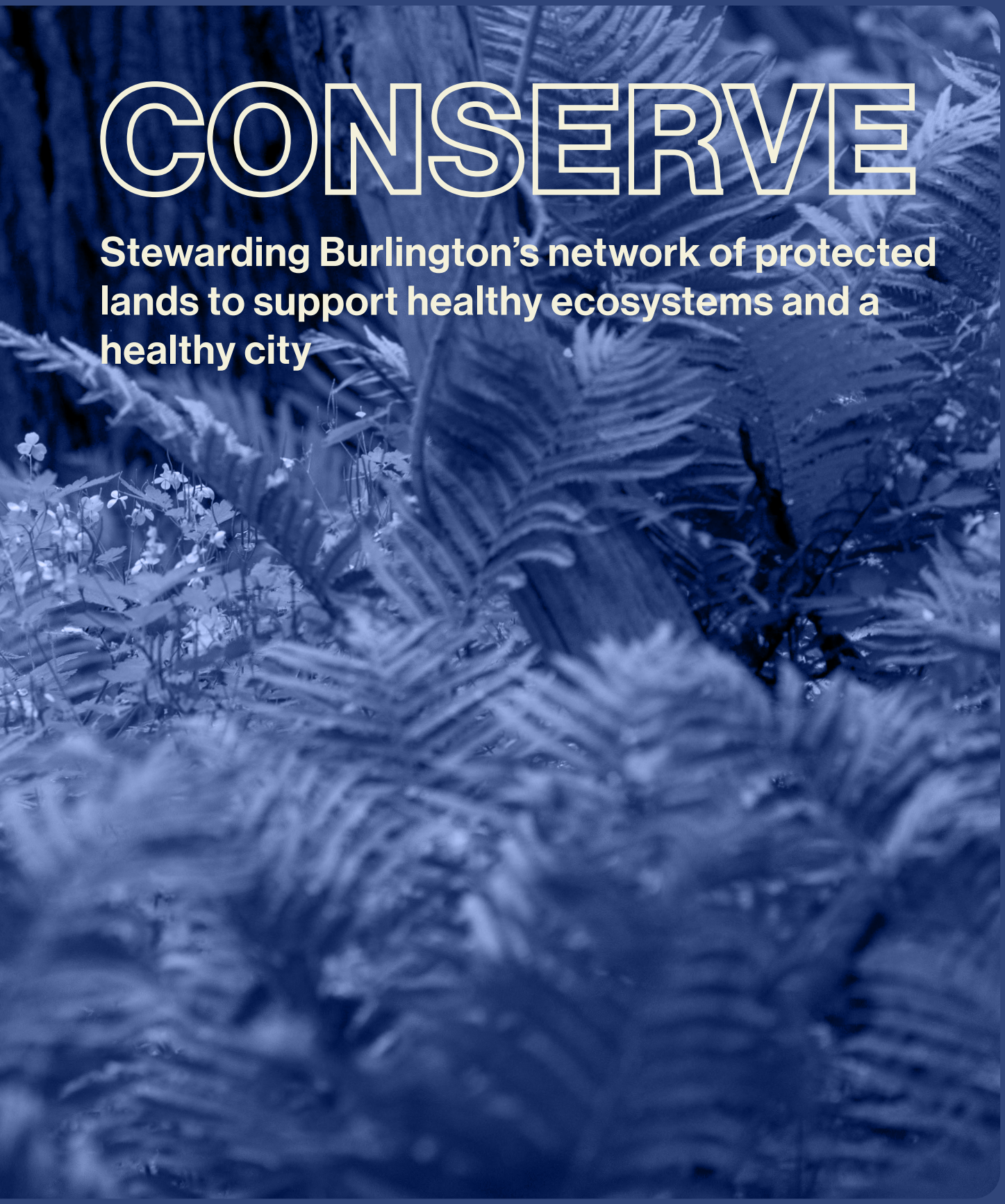
- **EX1** Increase awareness about Burlington's open spaces
- **EX2** Grow public access to nature-based experiences
- **EX3** Break down barriers to open space access

CULTIVATE

Growing sustainable and accessible local food systems that meet community needs

- **CL1** Cultivate sustainable and resilient agriculture practices
- **CL2** Expand community gardens
- **CL3** Support the cultivation of alternate food sources

GOAL ONE



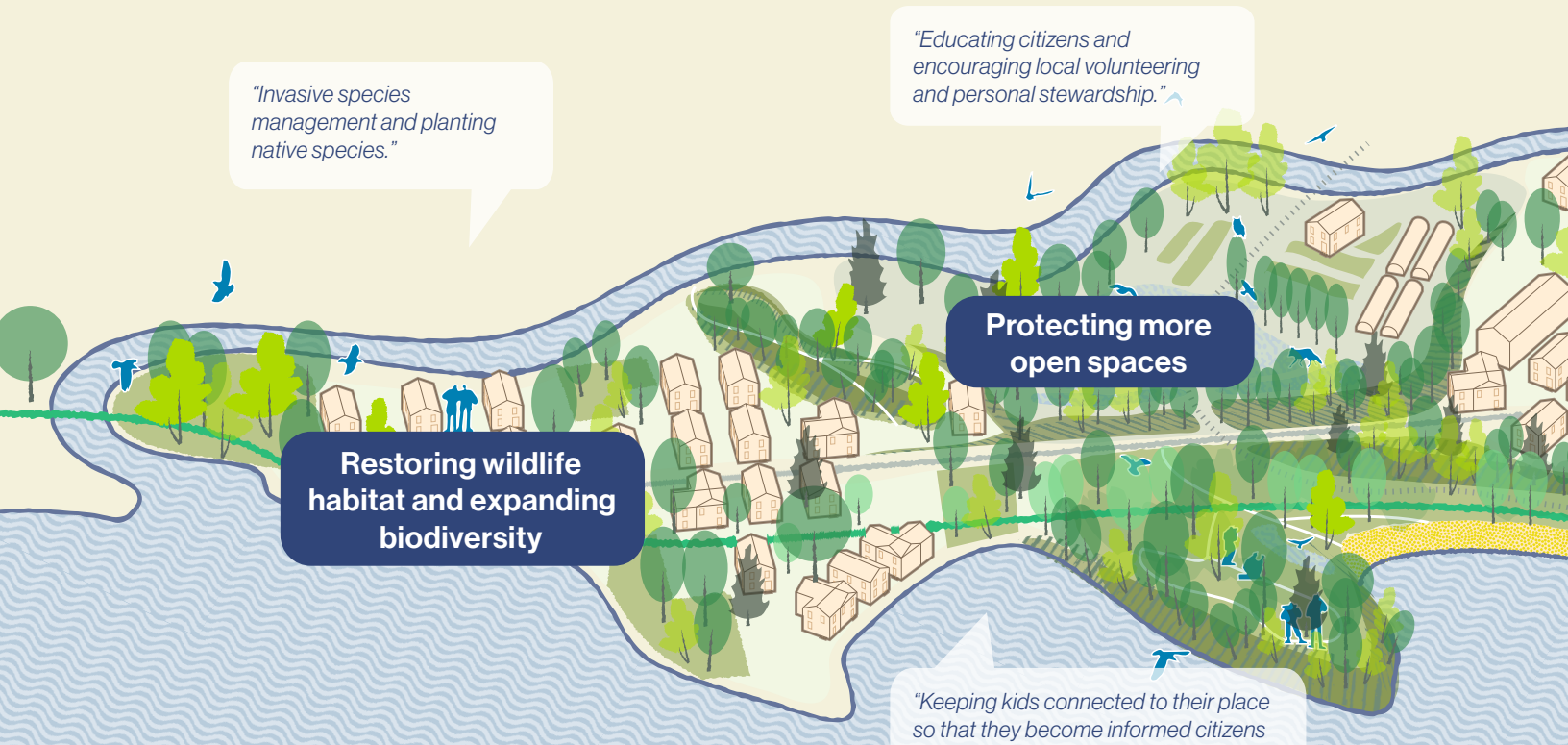
CONSERVE

Stewarding Burlington's network of protected lands to support healthy ecosystems and a healthy city

CONSERVE Overview

Building on a long legacy of open space protection

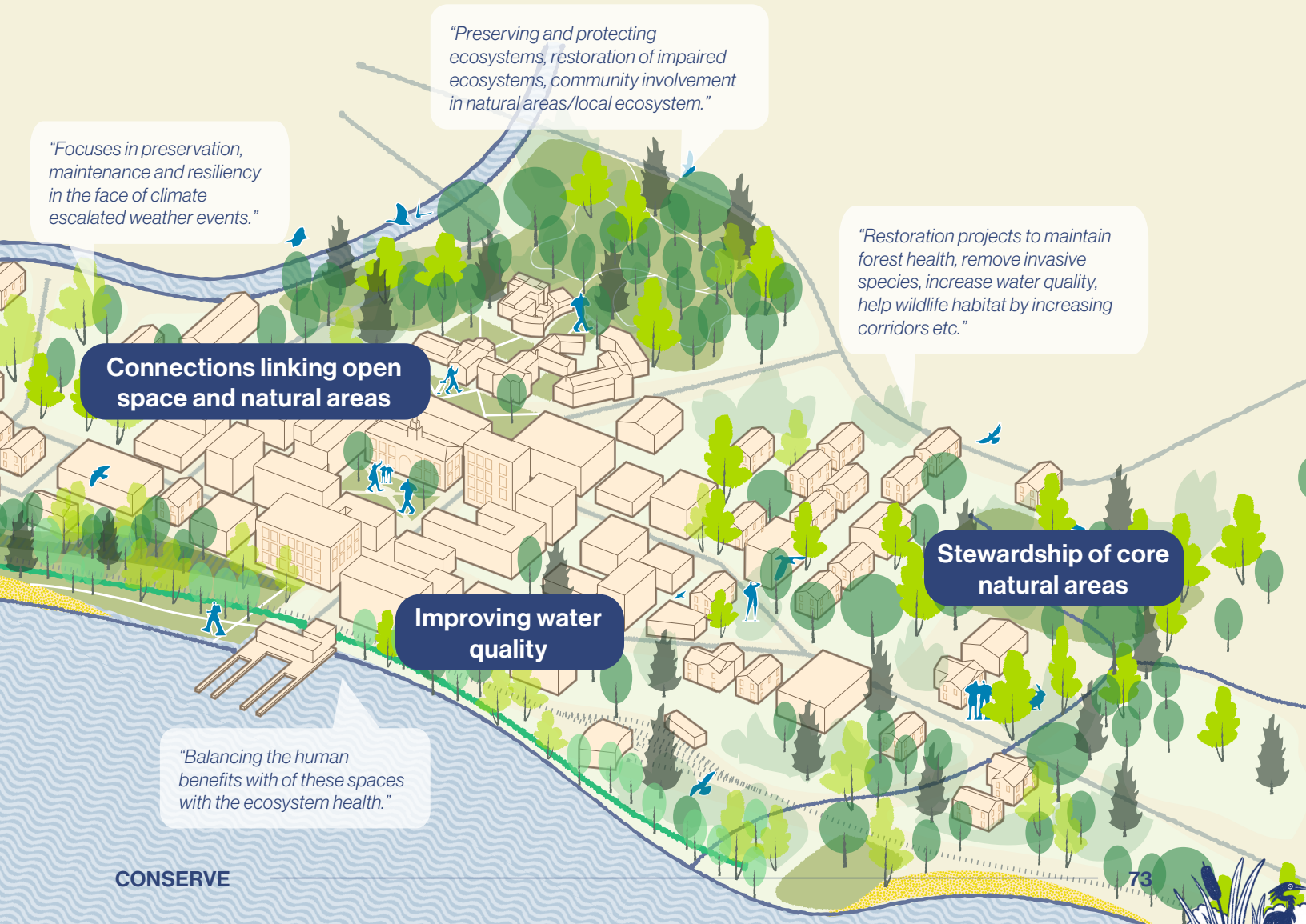
Burlington's open space network is special because it includes not just urban parks for people to enjoy, but also large natural spaces that are both locally and regionally significant for wildlife and connected to areas outside the city. Expanding on the 2000 Open Space Protection Plan, this update provides a roadmap for ongoing protection, restoration, and management efforts to be undertaken by the city or large land stewards.



All quotes were gathered from the community during engagement events or in surveys.

CONSERVE Strategies

- **CS1** Expand restoration and management city-wide
- **CS2** Support wildlife movement and ecological health
- **CS3** Evolve the Conservation Legacy Fund to be flexible to changing needs
- **CS4** Collaborate to acquire land to protect open space for future generations



CONSERVE Overview

Burlington's ecosystems depend on healthy waters and a network of ecologically rich preserved lands.

All elements of the natural world are connected. While the relationships that people have with water and land differ vastly, their relationship to each other is inextricable. The flow of water brings nourishment to the land–including through the flooding of floodplains–while runoff from and drainage through land replenishes and enriches the water. Together, they form a network of connected habitats that allow wildlife populations to thrive.

Burlington's abundance of waterways has experienced increasing challenges, including aggressive introduced species and flooding. The CONSERVE goal outlines a framework for shared stewardship to support the long-term health of our city's waters and lands, including through partnerships with "Friends of" groups and conservation districts that may provide technical assistance and funding.

Water, Wetlands, and Floodplains

From urban brooks to the Winooski River to Lake Champlain, water is integral to healthy ecosystems and community life in Burlington. The ecological health of these waterways is largely influenced by actions and land use across their full watersheds, but Burlington and its residents can help by reducing pavement, adding more green spaces, and reducing runoff.

Lake Champlain

Lake Champlain's 12 miles of shoreline on Burlington's western edge is lined with open spaces. Much of Burlington's land area drains directly into the Lake, including via Englesby Brook. Though the lakeshore was once full of industrial plants, it has in many areas returned to a more natural state that many wildlife species call home.

Urban Brooks

A number of brooks flow through Burlington, such as Centennial, Englesby, and Potash Brooks, and flow into the two watersheds the city is part of. In some areas they are surrounded by tree canopy and open space while in others they abut private properties. The ecological health of some brooks have been impaired—there are on-going stewardship efforts and opportunities to manage issues like erosion and aggressive introduced species.

Waterways
Watershed Boundary
Water
Floodplains
Wetlands
Parks / Protected Open Spaces

COLCH

Winooski Watershed
Northern Lake Champlain Watershed

WINOOSKI

Centennial Brook

Barge Canal

Englesby Brook

SOUTH BURLINGTON

Potash Brook

Winooski River

With a total length of 90 miles and a watershed spanning 1,080 square miles, the Winooski River starts in the foothills of the Green Mountains and drains into Lake Champlain. It is a critical part of a riparian system that floods its banks–such as the Intervale–and serves as a wildlife corridor.

Wetlands

Wetlands are rich ecosystems that support a wide variety of species across all seasons. Development pressures and lack of understanding of their ecological functions resulted in widespread wetland drainage throughout the 1800s and 1900s. Burlington currently has 380 acres of protected wetlands.

Core Ecological Lands

Burlington's core ecological lands work together to form a network that supports wildlife, cleans air, and absorbs rainfall. These open spaces vary in size and include a range of landscapes, from forests to fields to semi-natural areas, like the Intervale and Starr Farm.

Derway Island

Large Natural Core

Preserve large areas for ecosystem integrity at scale and support regionally uncommon species.

The Intervale

Large Semi-Natural Core

Preserve large mixed natural, semi-natural, and agriculture landscapes for food production and ecosystem integrity.

Oakledge Park

Small Natural Core

Larger isolated blocks of forest (some wetlands, grassland, brushland) embedded in urban landscape.

Manhattan Dr

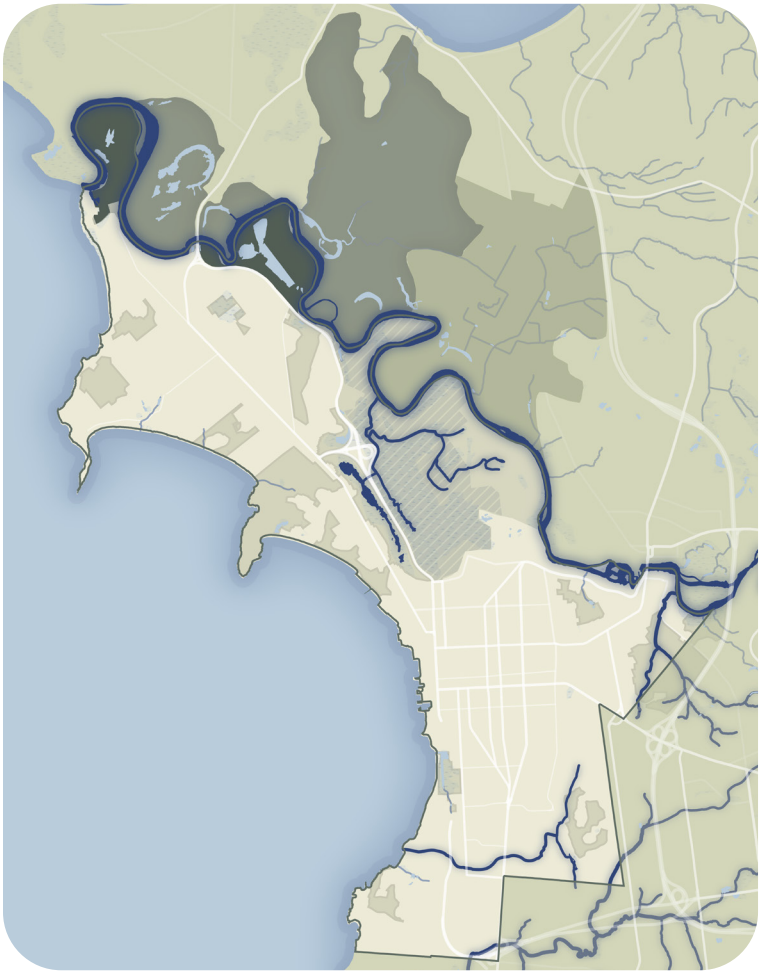
Stewardship Zone

Support neighbors of open spaces to take stewardship actions that reduce the edge effects on nearby core areas.

Derway Island
COLCHESTER
Starr Farm Park
Ethan Allen Park
McKenzie Park
Leddy Park
Arms Forest
Rock Point
Intervale Center
WINOOSKI
Kieslich Park
Urban Reserve
Centennial Woods
Centennial Brook
Barge Canal
Englesby Brook
SOUTH BURLINGTON
Oakledge Park
Potash Brook
LEGEND
Large Natural Core
Large Semi-Natural Core
Small Natural Core
Stewardship Zone
Parks / Protected Open Space
N
0 0.25 0.5 1 1.5 2 Miles

Large Core Areas

Large Natural Core



PURPOSE

Preserve large areas for ecosystem integrity at scale and support regionally uncommon species.

EXISTING PROTECTIONS

Majority of land in large cores is protected public open space (Derway Island, Howe Farm); floodplain, wetland and natural resource ordinances protect most of remainder.

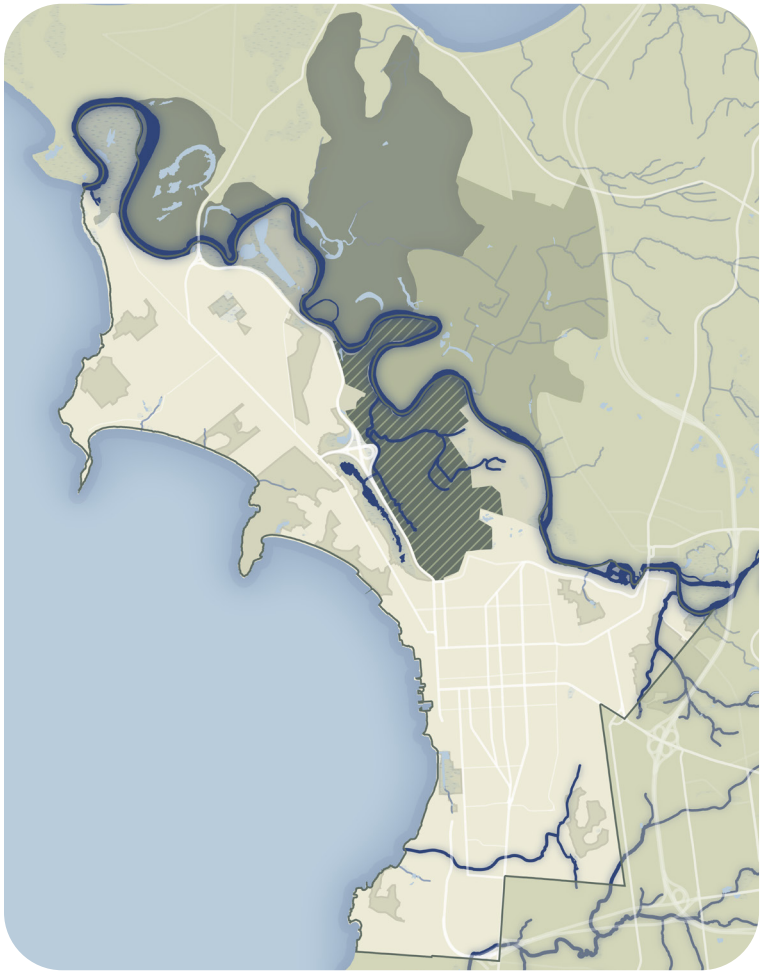
OPPORTUNITIES

- All combined, over 2000-acre expanse of largely natural land
- Potential habitat for larger or area-sensitive animals (river otter, mink, bobcat)
- Non-public land is largely in state-regulated protected floodplain

BARRIERS TO SUCCESS

- Cross-river collaboration requires working across municipal boundaries
- Challenge of river flooding introducing aggressive introduced plant species
- Edge effects where residences abut natural area

Semi-Natural Agricultural Core



PURPOSE

Preserve large mixed natural, semi-natural, and agriculture landscapes for food production and ecosystem integrity.

EXISTING PROTECTIONS

Almost half in Intervale; some in McKenzie Park and McCrae Farm Park. Floodplain, wetland and natural resource ordinances protect much of remainder.

OPPORTUNITIES

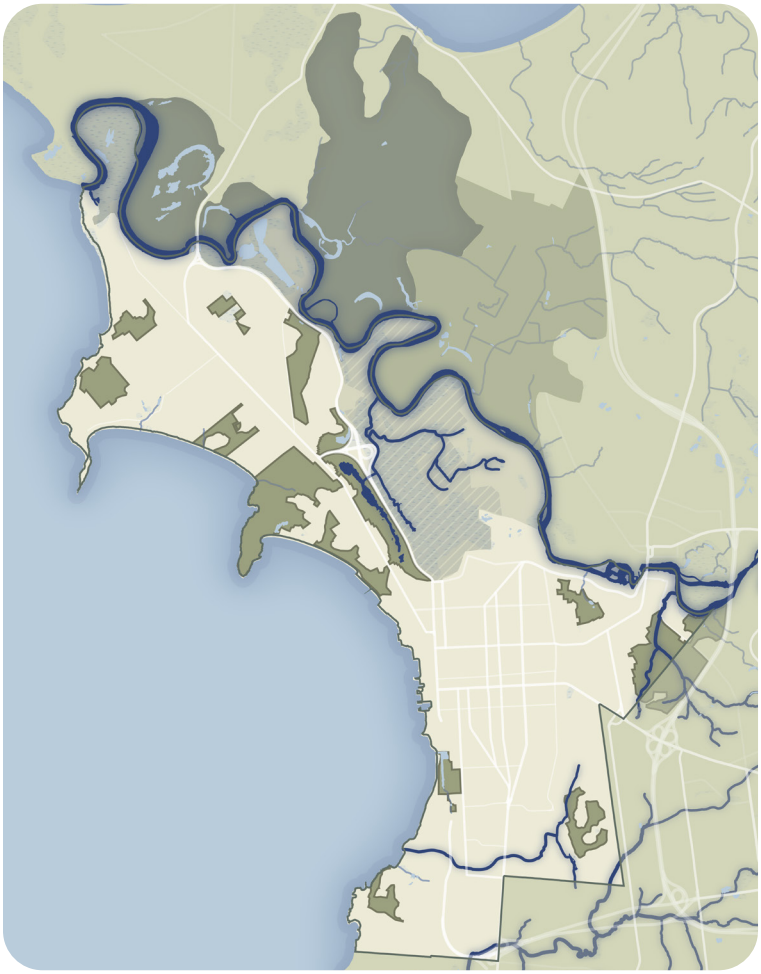
- Some 1700 acres of continuous floodplain, wetlands and uplands in a mosaic of natural and agricultural land
- The Intervale Center is integral to City identity and part of core

BARRIERS TO SUCCESS

- Challenge of cross-river collaboration
- Challenge of river flooding introducing aggressive introduced plant species
- Edge effects where residences and VT 127 abut natural area
- Reducing fragmentation of floodplain forest requires strategic restoration of agricultural land to forest

Small Core Areas

Small Natural/ Semi-Natural Core



PURPOSE
Larger isolated blocks of forest embedded in urban landscape.

EXISTING PROTECTIONS
Some in parks, or protected by natural resource ordinance, or on institutional land with low prospect for development (e.g., Rock Point).

OPPORTUNITIES
- Continuous forest cover and good tree diversity – less canopy underplanting
- Localized aggressive introduced plant invasions (e.g., knotweed, Norway maple) or light/moderate (e.g., buckthorn, honeysuckle) – forest structure less likely to change if addressed now
- Native groundlayer plants – less need for expensive plantings

BARRIERS TO SUCCESS
- Non-targeted interventions expending resources and patience
- Weak program for ecosystem management
- Long-term stewardship weakly integrated in daily operations

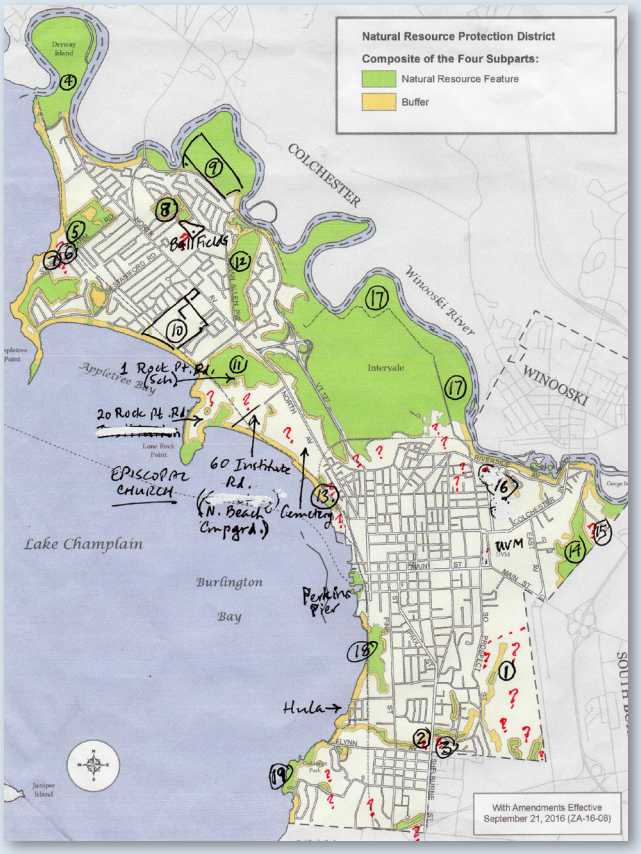
Inventory Process

In November 2024, the project team visited 19 sites representing a range of ecosystems in Burlington. The purpose of the site visit was to Identify issues affecting ecological integrity, diversity, and resilience in natural and semi-natural lands .

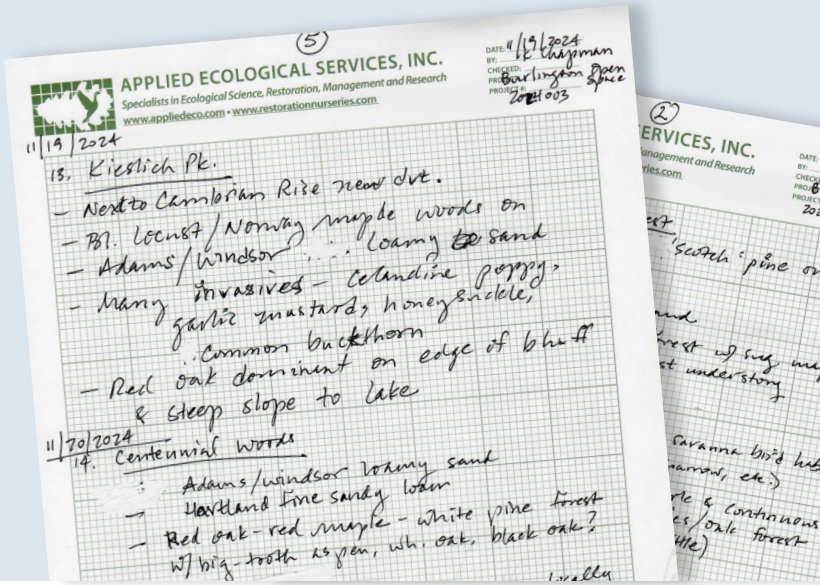
The sites included:

- Large blocks of natural and semi-natural land
- Public parks
- Smaller, interesting natural areas

Sites visited



Example of field notes from site visits



Core Ecological Lands & Water Resources

Why are Lake Champlain, Winooski River, and other water resources not included on the core ecological area maps?

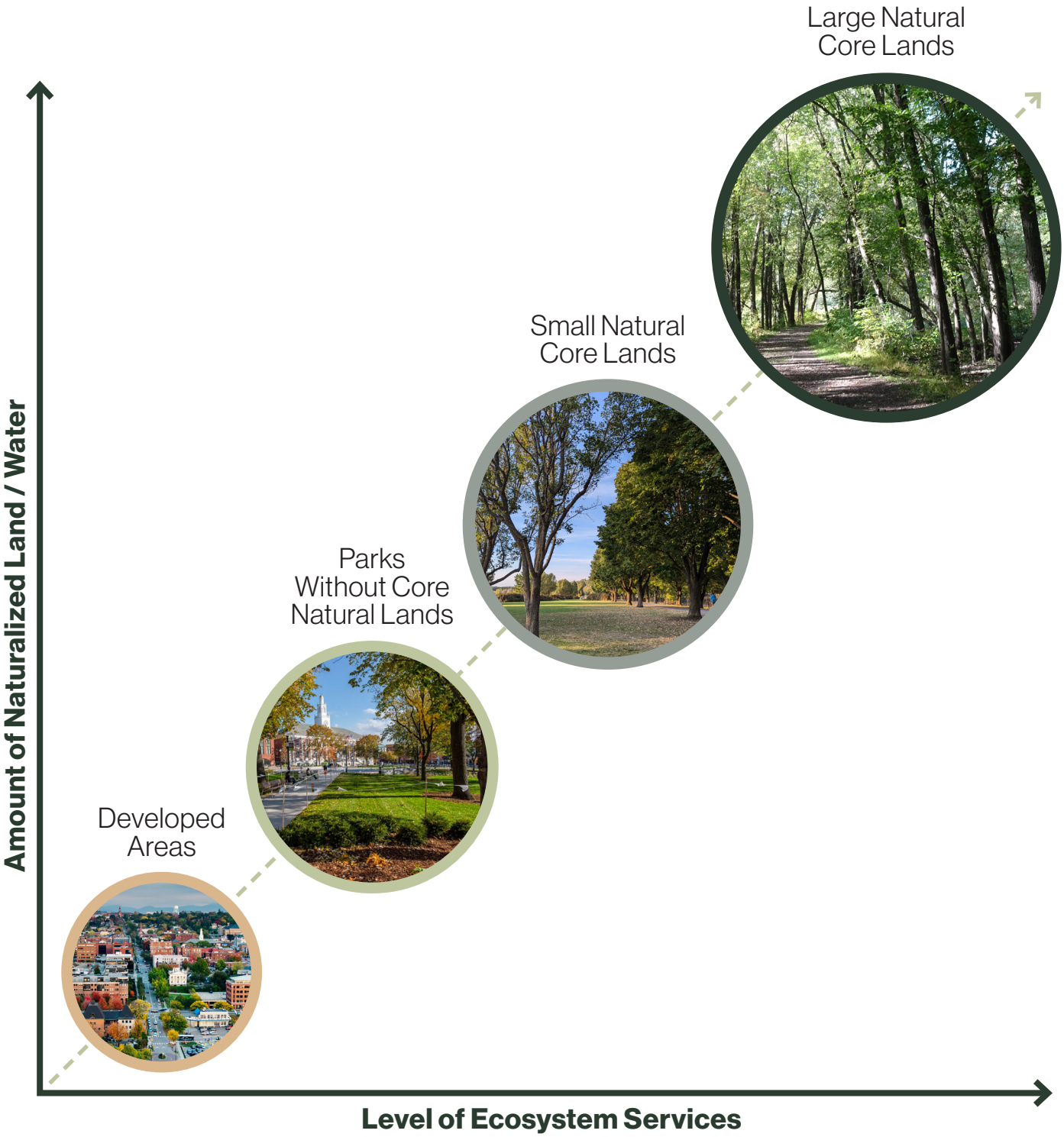
The Open Space Plan focuses on core ecological land areas rather than water bodies, as water constitutes a distinct ecosystem with different management and health considerations. While improving the ecological health of core lands is achievable through targeted management within the area and reducing edge effects in the surrounding 500-600 feet, the management of water bodies is more complex. It requires broader collaboration among multiple property owners across larger areas.

Enhancing the ecological health of water resources depends on watershed-scale action. While this plan does not directly address water bodies, its recommendations—such as expanding tree canopy and promoting green infrastructure—will indirectly benefit local waterways by improving stormwater absorption and filtration. Further study of watershed-scale issues and opportunities could complement the actions outlined in this plan.

Why are some areas of Burlington's parks not shown as core ecological lands?

While all parks provide valuable ecosystem services, such as stormwater absorption and cooling the surrounding area, certain park areas—like parking lots and athletic fields—offer more limited ecological benefits compared to forested or naturalized areas. The core ecological lands map focuses on the most critical places in Burlington for maintaining healthy ecosystems. While parks serve important functions that balance human recreation with ecological needs, not all park areas contribute equally to ecological health.

However, there are opportunities to enhance the ecosystem services in non-core park areas. For example, installing solar shade canopies over parking lots or incorporating green stormwater features along their edges can help reduce heat island effects and improve water quality.


Large Natural Core Lands
Small Natural Core Lands
Parks Without Core Natural Lands
Developed Areas
Amount of Naturalized Land / Water
Level of Ecosystem Services

Edge Effects and Stewardship Zones

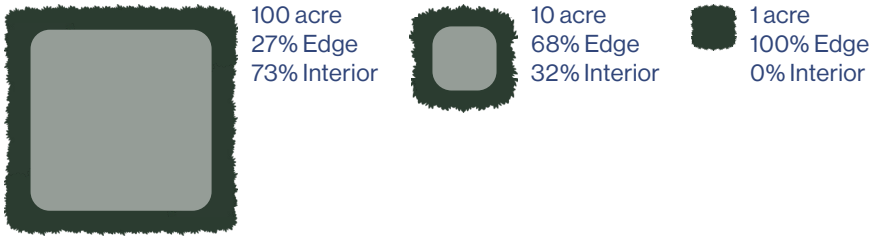
Development affects nearby natural areas, but we can accommodate growth while strengthening the network of green spaces.

Purpose of Conservation
When thinking of conservation, we take an ecological point of view and envision how to keep the nature we love and avoid damaging it in the future. We think first of the species we'd like our great-grandchildren to see a hundred years from now. These are the common plants, like oaks and pines, and uncommon plants, like orchids and spring wildflowers. Along with these are fungi and soil organisms. Then we turn to generalist wildlife, such as robins, goldfinches, crows, deer, raccoons, foxes, white-footed mice, American toads, garter snakes, bluegills and the fish we usually catch. We also think of habitat specialists and area-sensitive wildlife, like big carnivores and the many warblers and migratory birds that travel thousands of miles to breed here. Lastly, we think of the common and rare insects, many of them pollinators of wildflowers, orchard trees, and crop plants.

The common plants and wildlife can tolerate and even thrive in cities, towns, and rural lands. They are not the focus of conservation because their populations are usually stable or increasing.

Core/Interior Habitats and Edge Habitats
SOURCE: Bentrup, 2008

Edge Habitat
Interior Habitat
Edge width based on 150 ft



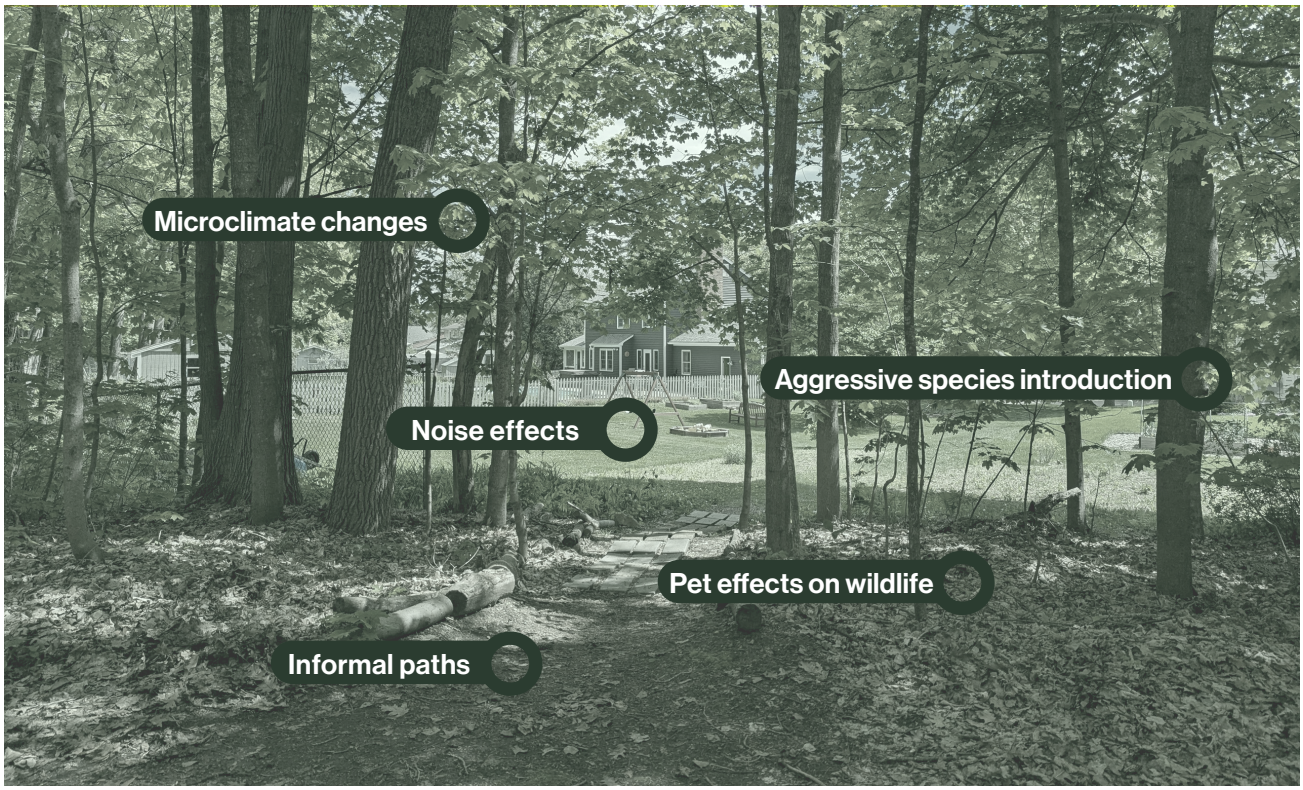
By contrast, uncommon plant and insect species, and wildlife specialists or area-sensitive animals often have declining populations. Many need large and diverse core natural areas to sustain themselves.

The direct effect on natural areas of conversion to crops and urban or suburban development is well documented. Less obvious are long-term effects from a longer habitat edge compared to the habitat's interior area. Smaller and narrower habitats have more edge than larger, rounder ones.

Edge Effects

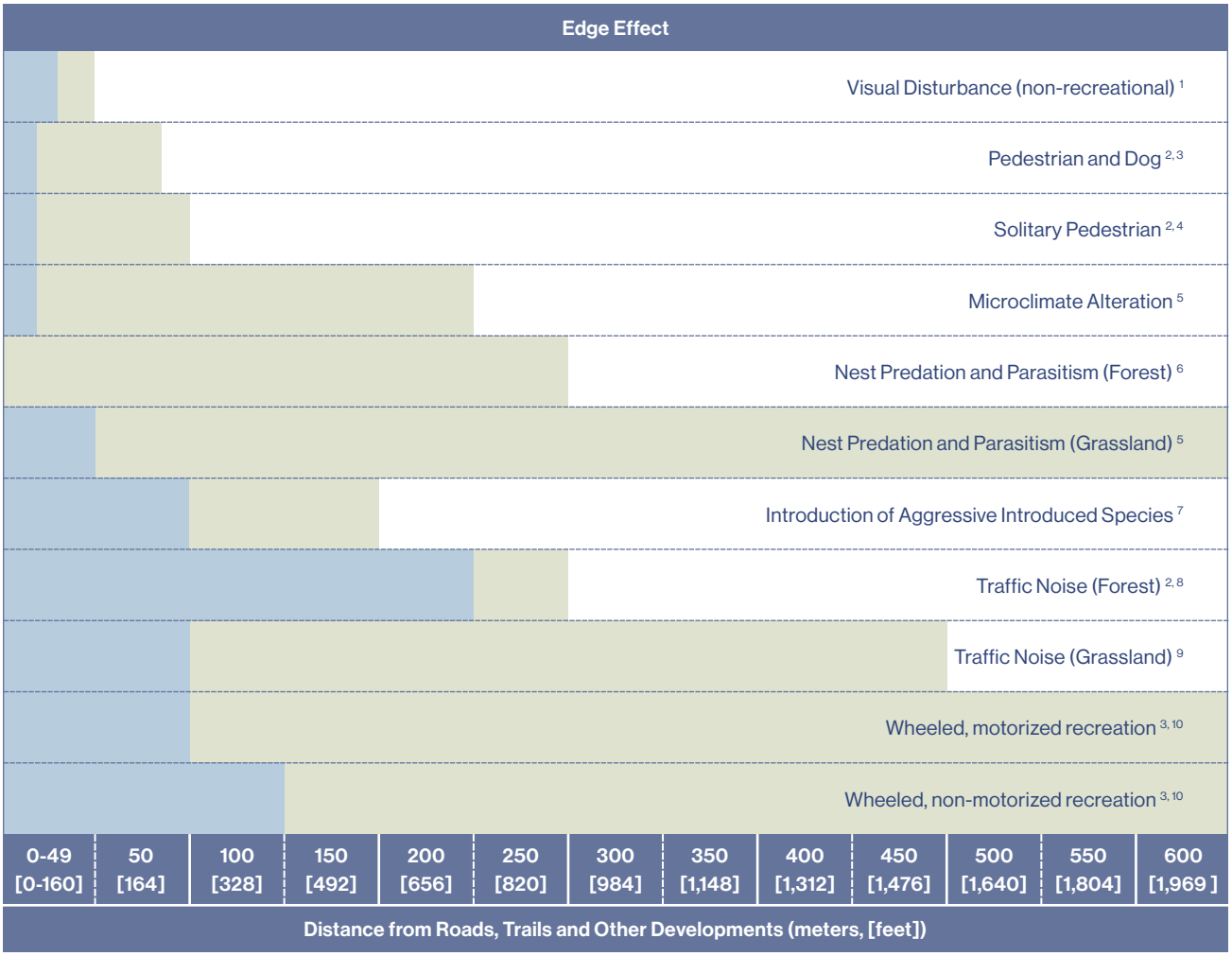
Edge effects are damaging influences on core natural areas due to other uses on adjacent lands that penetrate the cores, reducing their suitability for many plant and animal species.

As the length of edge around a natural core grows, interior habitat shrinks. Scientific studies show how far edge effects penetrate into adjacent habitat (see table on next page). For instance, birds and other wildlife can be flushed by people walking on trails up to 150 feet away. Predators like raccoon and house cat will travel several hundred feet into forests and grasslands to prey on bird eggs, nestlings, small mammals and other wildlife. Aggressive introduced plants move from edges into natural areas. Traffic noise, warm and dry air, dust from roads, pesticide drift, and other damaging influences affect nearby natural areas. Management can reduce edge effects. In stewardship zones around natural areas, neighbors can act in ways that lessen edge effects. Where room allows, natural areas can be made more round or protected with native vegetation screens.



Edge Effects and Stewardship Zones

Edge Effect Distances



Distances at which edge effects are in full effect

Range of distances at which edge effects decrease

Distance of Edge Effect Penetration into Adjacent Natural Areas
SOURCE: [1]Fish and Wildlife Service (2006), [2]Miller et al. (2001), [3]Snetsinger and White (2009), [4]Fernandez-Juricic et al. (2005), [5]Environmental Law Institute (2003), [6]Soule (1991), [7]Askins (1995), [8]Reijnen et al. (1995), [9]Reijnen and Foppen (1996), [10]Spahr (1990)

*Unless large natural core near a road with speed limit over 35 mph, then 650 feet or sound barrier recommended

Improving Stewardship

The purpose of stewardship zones is to recognize that neighbors of core natural areas play important roles in their health. Stewardship zones are priority areas for providing information and other resources to landowners to increase awareness about how their actions affect the natural function of nearby open spaces and support best practices on their property. These resources may include access to native plantings and possible Conservation Legacy Fund support for neighborhood NBCS efforts.

Backyard Stewardship Zone: 165 feet

Stewardship in this zone reduces most significant negative impacts on natural areas.

- Reduces visual disturbance
- Reduces impacts of pedestrians and pets
- Reduces microclimate alteration
- Reduces introduction of aggressive introduced species
- Reduces traffic noise

Neighborhood Stewardship Zone: 500 feet

Stewardship in this zone further improves health of core natural area.

- Much greater reduction of microclimate alterations, traffic noise, aggressive introduced species introductions, and nest predation

Stewardship Zones: Notify, Educate, Negotiate

What you can do if you live in a stewardship zone:

- mow your yard less or convert to a wild yard
- grow native plants
- build small-scale green infrastructure
- organize a community garden
- participate in neighborhood-scale nature-based climate solutions

For other tactics related to Stewardship Zones, see actions CN1.2, CN2.3, and CN4.2.

CONSERVE Strategies

STRATEGY 1
Expand Restoration and Management City-wide

Burlington's natural environment is a chief ingredient in the city's character, making it one of the most attractive and inviting small cities in the country. While Burlington enjoys an abundance of open space, totaling almost 50% of its geographic area, the city has been historically striving to take care of these spaces, from protecting nature to cleaning up polluted areas and maintaining parks. The city realizes that when such spaces are disturbed, natural ecosystems eventually degrade. Now, with climate change creating a noticeable impact, it becomes especially important to identify, plan, manage, and restore core open spaces, keeping in mind the needs of the ecosystem and the Burlington community.

In order to expand restoration and management throughout the city, Burlington needs to inventory existing natural areas and climate initiatives, followed by the development and continuous evaluation of restoration and management plans with a focus on climate solutions. The city can establish and expand relations with stewards for improving city-wide management, and work towards community values that go beyond basic nature improvements.

While many of these actions are oriented toward city government, private land stewards have a critical role to play as well. They can employ similar tactics on their land and collaborate with the City to ensure efforts do not stop at parcel boundaries.

ACTIONS

CS1.1 Develop restoration and management plans for core natural areas. Use existing management plans as templates and work with other organizations to ensure alignment across plans. Prioritize plans for ecological significance.

CS1.2 Inventory current initiatives and projects that support Nature Based Climate Solutions, identify gaps, and outline future initiatives/projects to close gaps.

CS1.3 Adjust the City's green infrastructure definition to go beyond stormwater management and to include elements such as the urban forest, natural areas, wetlands, and green corridors.

CS1.4 Establish city- and community-wide values and methods for aggressive introduced species management. Communicate in the communications plan (See EX1.3)

CS1.5 Update Natural Resource Protection District Map for consistency with Open Space Plan's core natural areas.

CS1.6 Continue to restore urban waterways like Potash, Centennial, Englesby Brooks (through partnerships, restoration activities, and regulations like buffer zones).

CS1.7 *See also in CONNECT: CN2.3. Support "Friends Of" groups near natural areas (including supporting existing efforts and expanding to new groups) and target outreach within stewardship zones.*

STRATEGY 2
Support Wildlife Movement and Ecological Health

Core natural areas enable wildlife movement and support ecological health. Connecting open spaces and supporting natural systems can be strengthened through stewardship actions, both large and small.

This strategy includes actions focused on collecting and sharing data to increase community awareness about ecosystem health. It also includes actions to improve health of ecosystems, especially larger core areas and areas supporting area-sensitive or regionally uncommon plants, animals, and natural communities. The Burlington community showed widespread support for restoration projects to maintain forest health, remove aggressive introduced species, and help sustain the wildlife habitat. Though not explicitly addressed in these actions, the issue of deer inhibiting forest regeneration is one the city will need to monitor in conjunction with their effect on agricultural lands (see CULTIVATE).

ACTIONS

CS2.1 Create network of pollinator-friendly and native plant habitats across the city.

CS2.2 Increase data collection on Burlington's Wildlife Corridors (e.g. species use, frequency of use, key environmental components) to incorporate in other City processes (e.g. management strategies).

CS2.3 Continue to identify opportunities to improve large forest areas and improve habitat for songbirds and other indicator species.

CS2.4 Create an open-access dashboard tracking key indicators related to wildlife, water quality, and restoration with suggested ways to make progress.

CONSERVE Strategies

STRATEGY 3
Evolve the Conservation Legacy Fund to be flexible to changing needs

The Conservation Legacy fund has been a critical tool in expanding Burlington's protected open spaces to support community goals. Now, as the pace of new protection slows down, to continue to reflect community values of stewardship, there is a need to broaden the use of the Conservation Fund to include critical maintenance, stewardship, and conservation infrastructure on open space lands.

ACTIONS

CS3.1 Increase the Conservation Legacy Fund.

CS3.2 Review the Conservation Legacy Fund and evaluate expanding the definition of potential fund uses to support conservation goals and values expressed in the Fund's inception (e.g. conservation infrastructure, education, green stormwater infrastructure, etc.).

STRATEGY 4
Collaborate to acquire land to protect open space for future generations

Burlington views natural and recreational lands as community assets that support residential quality of life, drinking water quality, food security, and a sense of place and history defined by a unique landscape. With this realization comes the responsibility for nurturing and protecting those assets over the long term. Acquiring land through collaborative strategies for scenic, natural, and recreational purposes is one of the surest ways for any community to secure its most important land assets. Land can also be set aside to build community green spaces as infill development is undertaken.

ACTIONS

CS4.1 Review and update acquisition list and criteria.

CS4.2 Adapt strategies for land acquisition for conservation for both public and private lands, reflecting the priorities of the new open space plan and upcoming comprehensive plan.

Implementation Matrix

CS 1 Expand Restoration and Management City-wide			
No.	Action	Lead	Key Partners
CS 1.1	Develop restoration and management plans for core natural areas. Use existing management plans as templates and work with other organizations to ensure alignment across plans. Prioritize plans for ecological significance.	Conservation Board, Parks Conservation Team	Qualified ecologists
CS 1.2	Inventory current initiatives and projects that support Nature Based Climate Solutions, identify gaps, and outline future initiatives/projects to close gaps.	Parks Conservation Team	Wildways, NBCS grantees, Water Resources
CS 1.3	Adjust the City's green infrastructure definition to go beyond stormwater management and to include elements such as the urban forest, natural areas, wetlands, and green corridors.	Conservation Board	Water Resources, DPI, City Planning, NRCD, "Friends of" groups
CS 1.4	Establish city- and community-wide values and methods for aggressive introduced species management. Communicate in the communications plan (See EX1.3)	Parks Conservation Team and Wildways	State of Vermont, Parks maintenance team, large landowners (e.g. Intervale)
CS 1.5	Update Natural Resource Protection District Map for consistency with Open Space Plan's core natural areas.	City Planning/DPI	Conservation Board, Planning Commission
CS 1.6	Continue to restore urban waterways like Potash, Centennial, Englesby Brooks (through partnerships, restoration activities, and regulations like buffer zones).	Parks Conservation Team	VT DEC, Water Resources, WVPD, BLUE Stormwater
CS 1.7	*See also in CONNECT: CN2.3. Support "Friends Of" groups near natural areas (including supporting existing efforts and expanding to new groups) and target outreach within stewardship zones.*	-	-

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Mid-term (2-6 years)	-
	-	YES	Near-term (0-2 years)	-
	-	YES	Near-term (0-2 years)	-
	-	-	Mid-term (2-6 years)	EX 1.3
	-	-	Mid-term (2-6 years)	-
	-	-	Long-term (6+ years)	-
	-	-	-	-

Implementation Matrix

CS 2 Support Wildlife Movement and Ecological Health			
No.	Action	Lead	Key Partners
CS 2.1	Create network of pollinator-friendly and native plant habitats across the city.	Parks Conservation Team	Wildways, VGN, Grow Wild
CS 2.2	Increase data collection on Burlington's Wildlife Corridors (e.g. species use, frequency of use, key environmental components) to incorporate in other City processes (e.g. zoning, neighborhood codes).	Parks Conservation Team	UVM, VT Fish and Wildlife, City Planning, DPI, Conservation Board
CS 2.3	Continue to identify opportunities to improve large forest areas and improve habitat for songbirds and other indicator species.	Conservation Board	Parks Conservation Team
CS 2.4	Create an open-access dashboard tracking key indicators related to wildlife, water quality, and restoration with suggested ways to make progress.	City Planning (provide data), IT Department (set up dashboard) Parks, Communications (maintain dashboard)	City Planning (Data Analysts), Park Conservation Team, Parks Communications

CS 3 Evolve the Conservation Fund to be flexible to changing needs			
No.	Action	Lead	Key Partners
CS 3.1	Increase the Conservation Legacy Fund.	DPI, Parks Conservation Team	Conservation Board, Parks Commission, City Council, Mayors Office, Director of Financial Operations
CS 3.2	Review the Conservation Legacy Fund and evaluate expanding the definition of potential fund uses to support conservation goals and values expressed in the Fund's inception (e.g. conservation infrastructure, education, green stormwater infrastructure, etc.).	DPI, Parks Conservation Team	Conservation Board, Parks Commission, City Council, Mayors Office, Director of Financial Operations)

CS 4 Collaborate to acquire land to protect open space for future generations			
No.	Action	Lead	Key Partners
CS 4.1	Review and update acquisition list and criteria.	Parks Conservation Team	City Planning, City Assessor
CS 4.2	Adapt strategies for land acquisition for conservation for both public and private lands, reflecting the priorities of the new open space plan and upcoming comprehensive plan.	Parks Conservation Team	City Planning, City Assessor, Conservation Board, Parks Commission, DPI

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Mid-term (2-6 years)	-
	-	-	Mid-term (2-6 years)	-
	-	YES (ongoing)	Long-term (6+ years)	-
	-	-	Near-term (0-2 years)	-

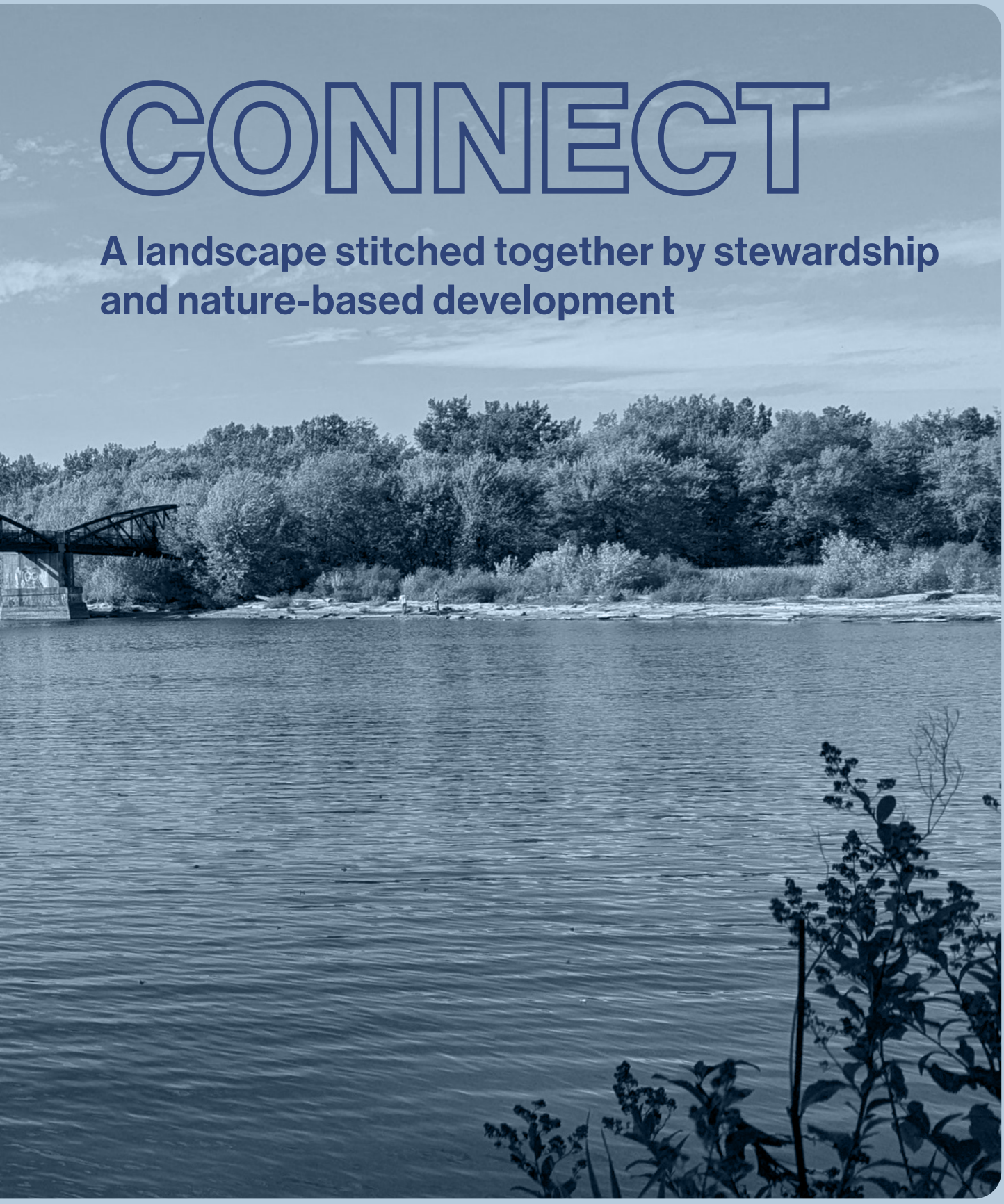
	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Near-term (0-2 years)	-
	YES	YES	Near-term (0-2 years)	-

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Near-term (0-2 years)	-
	YES	-	Mid-term (2-6 years)	-

GOAL TWO

CONNECT

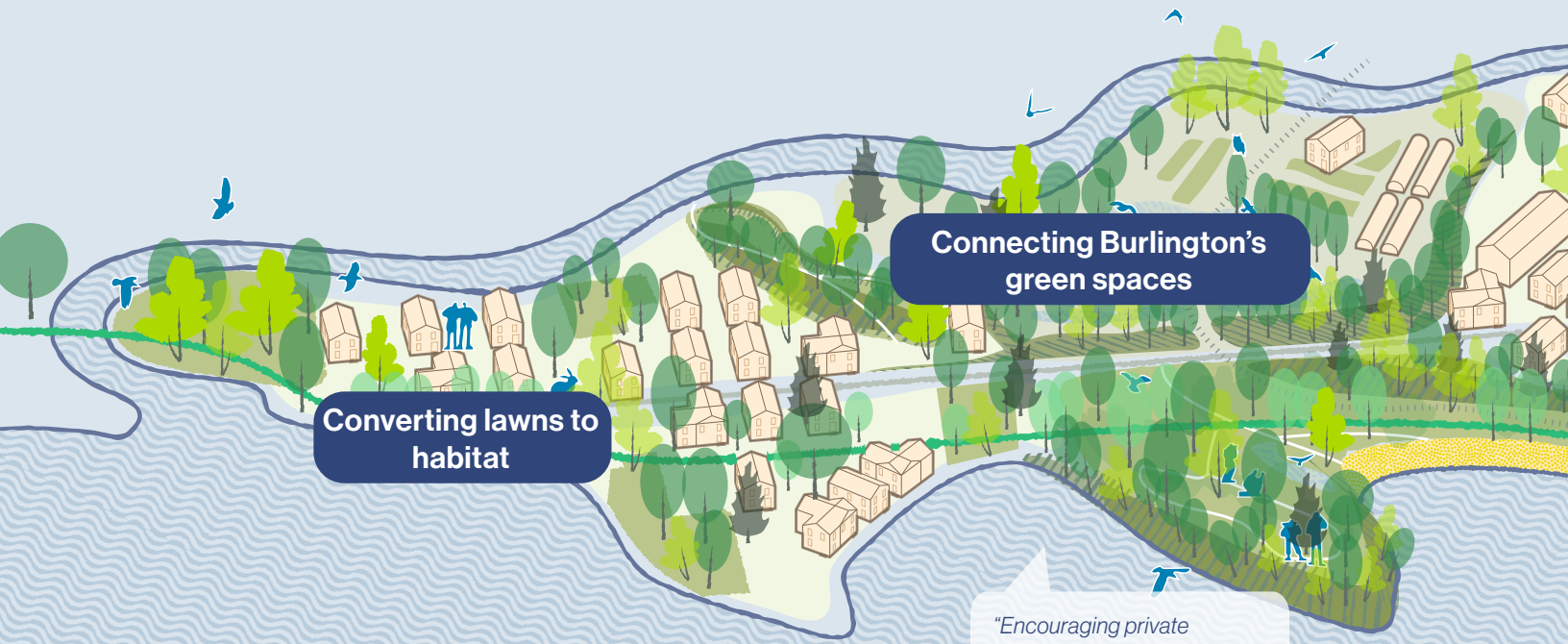
A landscape stitched together by stewardship and nature-based development



CONNECT Overview

Connections are key to thriving natural spaces.

This goal focuses on increasing connectivity between the city's core natural areas, expanding tree canopy and nature pockets throughout Burlington, and identifying how existing and new development can contribute to healthier ecosystems. The benefits of this approach are more connected green networks that work better for local wildlife and reduce the urban heat island effect, creating a cooler, more nature-filled city for Burlingtonians to enjoy.



All quotes were gathered from the community during engagement events or in surveys.

CONNECT Strategies

CN1 Grow and celebrate nature-based climate solutions across the city

CN2 Cultivate an ecosystem of stewardship

CN3 Enhance and protect Burlington's urban forest

CN4 Encourage new development to incorporate nature-based principles

CONNECT: Overview

The amount of impervious surface is a key driver of ecological health.

The location and prevalence of impervious surfaces imposes a ceiling on protection, restoration, and stewardship of the natural world, and limits the integration of the natural world into the human-built environment. Open space planning can be constrained by impervious surfaces as they put limits on where naturalization and restoration efforts of the built environment can occur. They also limit the actions the City can effectively take to improve the ecological integrity, resilience, and functioning of the City's open spaces. These actions range from removing aggressive introduced plants, to creating pollinator habitat, to restoring wetlands and forests, to managing stormwater runoff, to creating space for animals that cannot tolerate human intrusion on their habitats.

At 10% impervious cover, negative ecological effects are already present.

10% Impervious Cover

10% impervious

Stream water quality begins to deteriorate. 10% impervious cover can exclude larger mammals, raptors, and area-sensitive species from areas.

20% Impervious Cover

20% impervious

Streams shift to a highly altered urban state. Visible evidence of erosion, algae blooms, and decreased macroinvertebrate diversity.

Open Space Stories

BLUE BTV

* * * * * * * * * *

Lake Champlain Sea Grant's program BLUE helps residents protect their waterways from pollution right in their yards.

When rainwater flows off impervious surfaces like roofs, driveways, and streets, it can carry dirt, oil, and other pollution into the water. This runoff can cause harmful algae blooms that are often unsafe for people and animals. BLUE helps change that.

Any resident can sign up for a free visit from BLUE. They will do a home inspection, look at how rainwater flows around your yard, and give tips on how to keep that water clean. Tips range from small projects like redirecting your downspouts to bigger ones like installing rain gardens or permeable driveways. Once you complete the project, you are "BLUE-certified" — you are helping make Burlington's waters cleaner!

25% Impervious Cover

25%
impervious

Remnant natural areas are small and have no interior habitat. Greatly decreases biodiversity in birds, small mammals, herptiles, and invertebrates.

CONNECT: Overview

The intensity of development within an area impacts what strategies are most effective.

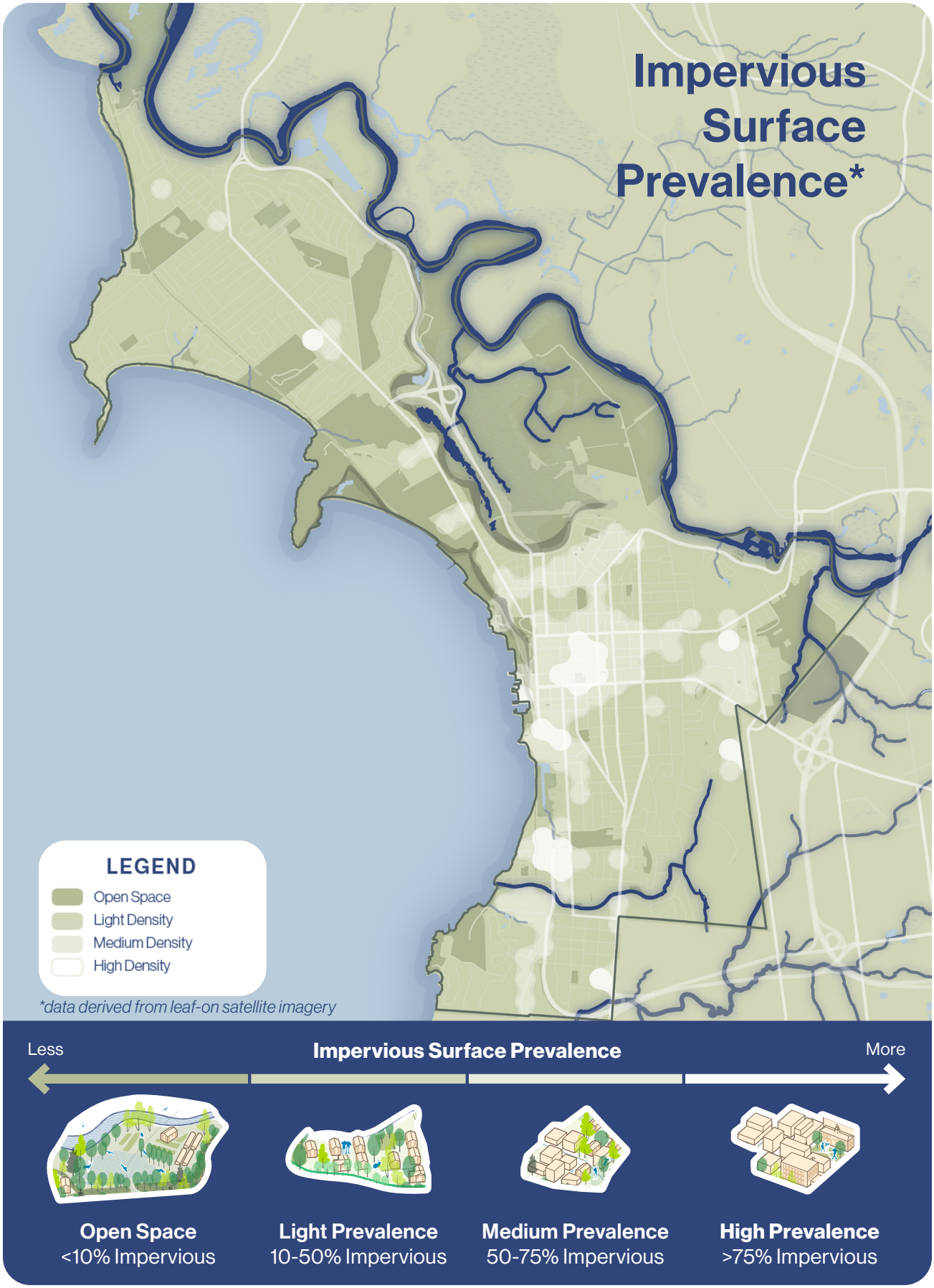
Burlington has a wide variety of neighborhoods, from the dense urban core of Downtown to areas with more open space, like the New North End. The amount of impervious surfaces—such as roads, parking lots, and buildings—greatly influences both the ecological health and future potential of each area. Strategies to enhance green spaces, manage stormwater sustainably, and support biodiversity will differ depending on the density and development of the neighborhood. Across all neighborhoods, these strategies not only connect ecology, but also connect people to green spaces and to each other.

Strategies marked as **"High"** represent places where improvements can be made successfully with relatively low cost and effort. **"Low"** indicates strategies that will require greater resources and effort for meaningful change.

Stewardship Opportunities

- Potential for an activity to protect, restore and steward ecosystems and habitats
- Rating of activities by zone – Feasibility given space, level of effort/cost, and likelihood of success

Impervious Cover	Ecological Stormwater Management	Large Natural Areas	Small Natural Areas	Biodiversity Enhancements
Open Space < 10%	High	High	High	High
Light Prevalence 10 - 50%	High	Low	Medium	High
Medium Prevalence 50 - 75%	Medium	Low	Low	Medium
High Prevalence > 75%	Low	Low	Low	Medium


Impervious Surface Prevalence*
LEGEND
Open Space
Light Density
Medium Density
High Density
*data derived from leaf-on satellite imagery
Less
Impervious Surface Prevalence
More
Open Space
<10% Impervious
Light Prevalence
10-50% Impervious
Medium Prevalence
50-75% Impervious
High Prevalence
>75% Impervious

Key Connections

The map on the opposite page identifies potential key connections for wildlife movement. Arrows on the map identify connections between core natural areas, waterbodies, and contiguous tree canopy. It can be a high-level guide for where additional protected land, tree plantings, and infrastructure to facilitate wildlife movement (culverts under roads for crossing) could be prioritized. It is intended to show high-level connections at a broad scale. The tree canopy data from UVM can also be used to support finer-grained connectivity improvements, like enhancing linear habitat connection across backyards in a neighborhoods to support localized wildlife movement.

Key areas of focus for wildlife movement include:

- **New North End**, loop from Derway Island through Starr Farm, Leddy Park, Arms Forest, Rock Point, Ethan Allen Park, and Mount Calvary Red Maple Wetland
- **Across North Ave, especially near North Ave/127** entrance - the topography in this location is especially favorable for a wildlife and potentially pedestrian underpass
- **Along Winooski River**
- From **Centennial Woods** / Centennial Brook northwest towards Intervale Center
- **South End,** from large patches of tree canopy in the Country Club, along Englesby Brook, towards the Barge Canal, and Oakledge Park towards South Burlington

Derway Island
COLCHESTER
Starr Farm Park
Ethan Allen Park
McKenzie Park
Leddy Park
Arms Forest
Rock Point
Intervale Center
WINOOSKI
Kieslich Park
Urban Reserve
Centennial Woods
Centennial Brook
Barge Canal
Englesby Brook
SOUTH BURLINGTON
Oakledge Park
Potash Brook
LEGEND
Burlington Greenway
Waterways
Water Bodies
Large Natural Core
Large Semi-Natural Core
Small Natural Core
Stewardship Zone
Parks/Major Protected Open Space
Tree canopy patches
Wetlands
Key Connections
N
0 0.25 0.5 1 1.5 2 Miles

Types of Connections

Habitat Islands

PURPOSE

Plant small habitat islands across urban landscape to increase plant, insect, bird, and small mammal diversity near people's homes and places of work and play.

OPPORTUNITIES

- Many small areas, such as pocket parks, are available on public and private land
- Public interest in seeing flowering plants, butterflies, birds, pollinators, and other signs of nature living nearby

BARRIERS TO SUCCESS

- Too dispersed, small and diverse to facilitate long-term protection and management by any one entity
- Correct siting of habitat islands to avoid conflicts, ensure establishment and persistence, and minimize management costs

Green Stormwater Facility

PURPOSE

Ecologically-inspired and functioning facilities to manage stormwater runoff; e.g., rain garden, tree trench, roadside planter (e.g., St. Paul green streets), downspout redirection to turf, bioswale, bioinfiltration basin, stormwater wetland, green roof, treatment train, etc.

OPPORTUNITIES

- Future road upgrades and major repair jobs are best opportunity to install GSI to manage road and parking lot runoff
- Other opportunities in City's stormwater management plan

BARRIERS TO SUCCESS

- Typically high cost
- Usually limited space to manage large catchments
- Usually small catchments are managed – high per-gallon cost for pollutant removal (lbs. removed/dollar spent)

Other Connections

PURPOSE

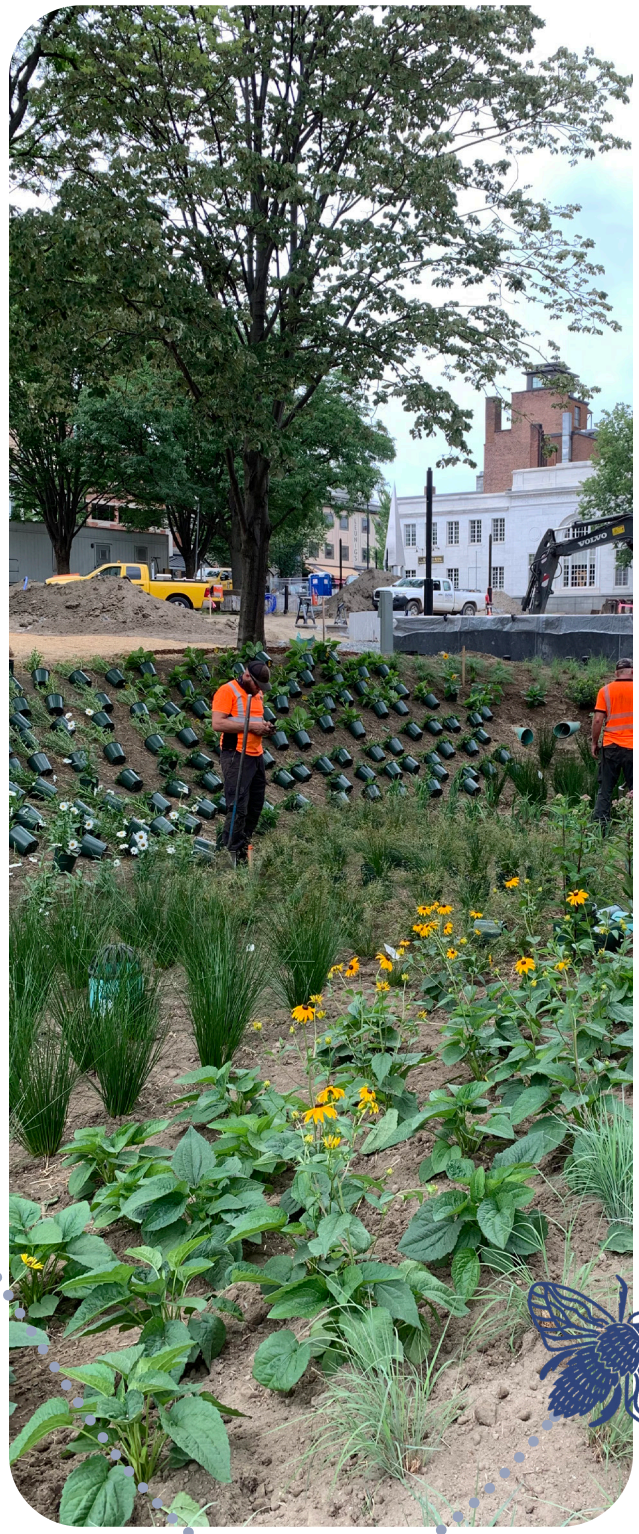
Understand and support movement of wild animals and native plants through urban landscape.

OPPORTUNITIES

- Neighborhood based NBCS projects, redevelopment projects, wildlife corridor assessments and protocols, pollinators and their habitats.

BARRIERS TO SUCCESS

- Feasibility of using non-public lands
- Limited resources for acquisition of fee title, easement, or lease
- No voluntary recognition program exists



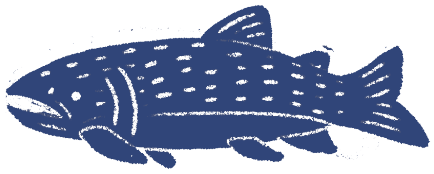
Green Planning Principles

Overall

- **A** Develop with native soil, hydrology, and vegetation in mind.
- **B** Protect and maintain healthy and resilient natural areas.
- **C** Understand past and existing conditions to guide restoration and management.
- **D** Create attractive, resilient, and economically feasible plant communities.
- **E** Tell an ecological story that inspires people to restore the natural world.
- **F** Allow people to visit natural areas while protecting ecosystem resilience.
- **G** Document ecological trends by monitoring indicators of health and resilience.

Wildlife

- **A** Protect and restore habitat for rare and uncommon plant and animal species.
- **B** Create the largest, roundest habitats for area-sensitive wildlife species.
- **C** Connect habitat cores to similar nearby habitat.
- **D** Design new reserves to minimize edge effects from adjacent properties.
- **E** Establish stewardship zones to manage edge effects from adjacent developed land.
- **F** Install special habitat features like nest boxes and basking logs.
- **G** Manage nuisance wildlife, such as deer and geese, using appropriate methods.



Soil & Hydrology

- **A** Preserve stable soils and existing natural hydrology.
- **B** Fix eroding lands and degraded hydrology with catchment and watershed management.
- **C** Prevent flooding by preserving natural lands and installing green infrastructure.
- **D** Use ecological stormwater management tools before highly engineered solutions.
- **E** Reduce runoff at its source; use a sequence of natural features to manage runoff.
- **F** Solve soil and hydrological problems in the most cost-effective way.

Vegetation

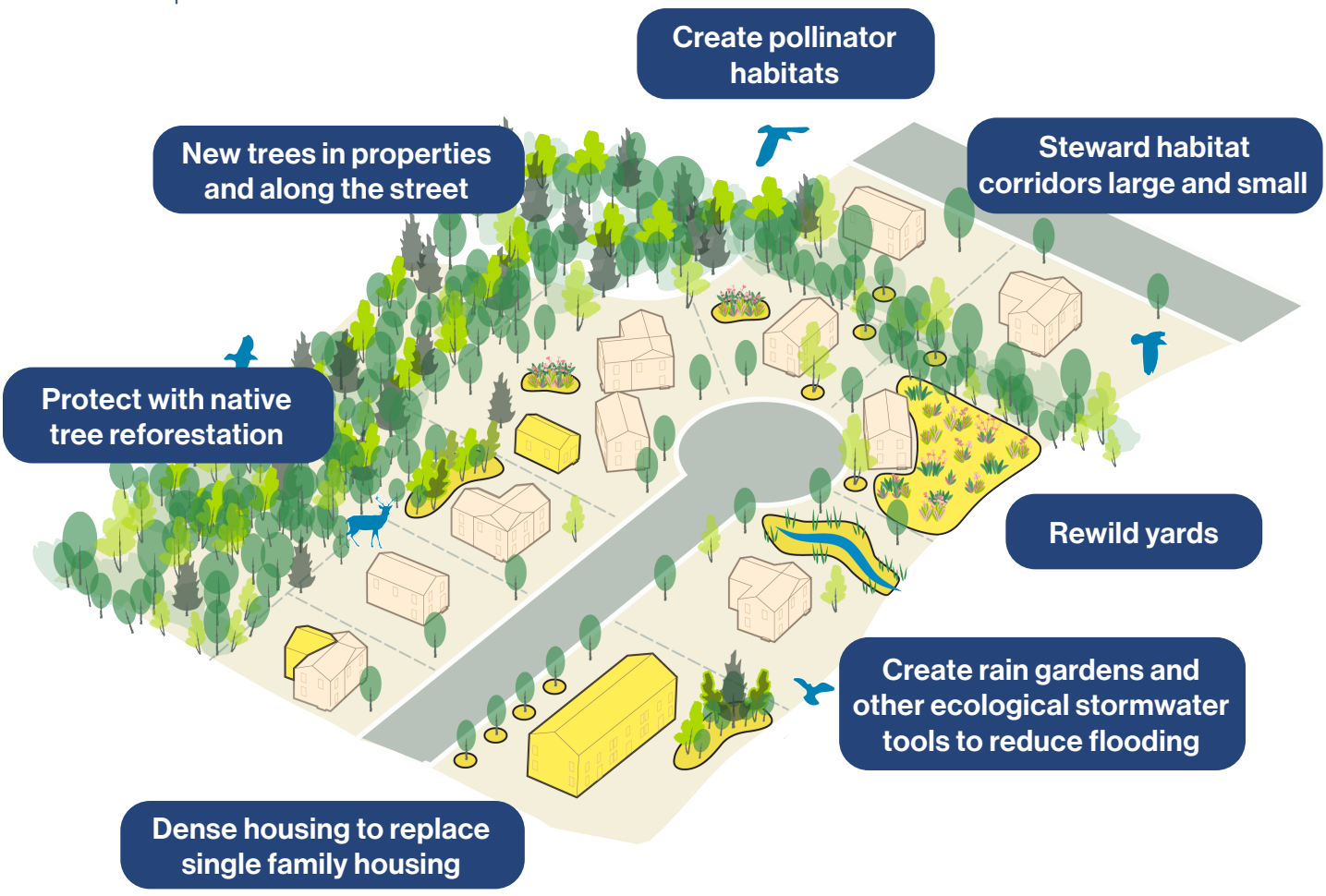
- **A** Protect and restore rare and common native ecological land cover types.
- **B** Encourage diverse native flowering plants across the growing season.
- **C** Control non-native and native plants that disrupt ecosystems and depress biodiversity.
- **D** Establish vegetation that can be managed with the least effort.
- **E** Convert lawns to more productive native habitat where possible.

Human Use

- **A** Identify natural areas with sensitive wildlife that tolerate little human interaction.
- **B** Define management units and access points.
- **C** Detect problems early by monitoring on-trail and off-trail use.
- **D** Recruit organizations, experts and volunteers (such as “Friends Of” groups) to help maintain and monitor natural areas.
- **E** Protect cultural resources, such as Native American artifacts and historical structures.

Nature-Supporting Growth Areas

Development and open space can work in tandem to provide mutual benefits to both nature and people. In the below scenario, a residential neighborhood at the edge of a large forest can grow and change to support new residents through accessory dwelling units, and a new apartment building, while also contributing to the vision and goals outlined in this plan like supporting ecological stormwater infrastructure, forest restoration, pollinator gardens, and redevelopment rather than new development.



CONNECT Strategies

STRATEGY 1
Grow and Celebrate Nature-Based Climate Solutions Across the City

The 2022 Addendum to the Open Space Plan highlighted the connection between a thriving environment and a thriving community. Built on a foundational themes of equity, inclusion, and relationships, NBCS are holistic strategies that protect, restore, and steward the world around us through multidisciplinary collaboration.

While NBCS are deeply integrated throughout this Open Space Plan, this strategy focuses on education and awareness–strengthening existing relationships and building new partnerships to educate on, grow, and track NBCS throughout the city and across many initiatives. This involves not just the city government, but also schools, the public, and private property owners.

ACTIONS

CN1.1 Educate the public on Nature-Based Climate Solutions and their value. (See also EX1.3)

CN1.2 Create and support existing education, recognition, and incentive programs to encourage private property owners to integrate Nature Based Climate Solutions and implement sound ecological practices (e.g. reducing lawn space), especially within Natural Area Stewardship Zones.

- Celebrate and support Grow Wild initiatives to encourage lawn conversions for native spaces to incrementally replace non-native for habitat benefits.
- Use established pockets to disburse throughout neighborhoods.
- Potential programs include adaptation of Green Design Standards, expansion of the BLUE program, and encouragement of "Wild Yards" to convert mowed areas to naturalized open space.

CN1.3 Continue to partner with schools to grow nature-based climate solutions on school grounds.

CN1.4 Create a municipal management plan to track and reduce mowed lawns.

CN1.5 Continue to grow nature-based climate solutions on City property, including but not limited to green stormwater infrastructure.

CN1.6 *See also in CONSERVE: CS2.1. Create network of pollinator-friendly and native plant gardens across the city.*

STRATEGY 2
Cultivate an Ecosystem of Stewardship

From school children to community-based organizations to city leadership, Burlington has a deep sense of care and commitment to stewarding the natural world around them–not just for personal use but for its intrinsic value and environmental health. Burlingtonians across the city are doing meaningful work in many different capacities to educate people to open space, plant pollinator gardens, advocate for resilient waterways, and encourage responsible growing and foraging.

This strategy celebrates the existing communities of care and seeks to support and build on them to facilitate knowledge and resource sharing. Across the community, schools, organizations, and City departments, this strategy streamlines processes and seeks to make valuing open space integral to how everyone operates, particularly through co-education and shared resources.

ACTIONS

- CN2.1 Create a database and listserv of open space organizations to support collaboration, resource sharing, etc.
- CN2.2 Co-host a recurring open space summit for land stewards, community organizations, and others.
- CN2.3 Continue to support "Friends Of" groups near natural areas (including supporting existing efforts and expanding to new groups) and target outreach within stewardship zones.
- CN2.4 Update Urban Wilds definition, including considering expanding beyond city-owned land.
- CN2.5 Distribute educational resources about how personal actions can support water quality health in lake, river, and tributaries. (See also EX1.3)

CONNECT Strategies

STRATEGY 3
Enhance and Protect Burlington's Urban Forest

Burlington's urban forest offers numerous benefits—from providing shade and wildlife habitat to reducing stormwater runoff and improving air quality. While the city still maintains a robust 40% tree canopy cover, this coverage has declined over the past decade, particularly in areas where more canopy is most needed. Urban forest management should focus not only on protecting existing trees but also on expanding canopy through new plantings.

To support this, tree data must be regularly updated and tracked over time. This includes comprehensively updating the City's Tree Ordinance and conducting regular tree canopy assessments and setting goals. These tools can help identify areas where protection efforts should be strengthened, as well as places suitable for establishing new groves or clusters of trees.

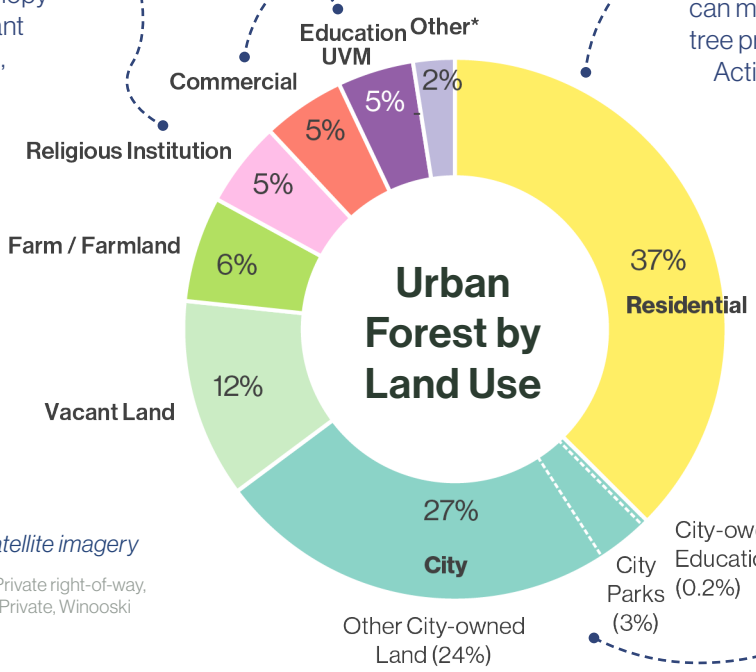
With 37.5% of Burlington's trees located on private property, community engagement will be essential. Public education about alternatives to tree removal and the benefits of tree preservation can help build broader support for a resilient, citywide tree canopy.

ACTIONS

- CN3.1 Comprehensively update the Tree Ordinance.
- CN3.2 Update the urban tree canopy goal and mapping/data analysis every 10 years. Consider developing specific goals for different types of canopy based on their ecological and heat island mitigation value.
- CN3.3 Conduct Pocket Forest Feasibility Study inclusive of existing and potential pocket parks that develops plant lists, identifies potential existing sites, and envisions incentives for establishing pocket forests in new developments, dense neighborhoods, and greenbelts.
- CN3.4 Identify large valuable trees (e.g. specimen trees) in the city that are on public and private land, and consider protection with ideas framed in the policy toolkit from Biophilic Cities network.
- CN3.5 Educate the public on benefits of the urban forest and how to manage it on private property. (See also CN1.1, CN1.2, EX1.3)

About 10% of the urban forest is on land owned by **religious or educational institutions.** Partnerships could be considered for expanding tree canopy on suitable land. Relevant actions: CN3.1, CN3.3, CN3.4, and CN3.5.

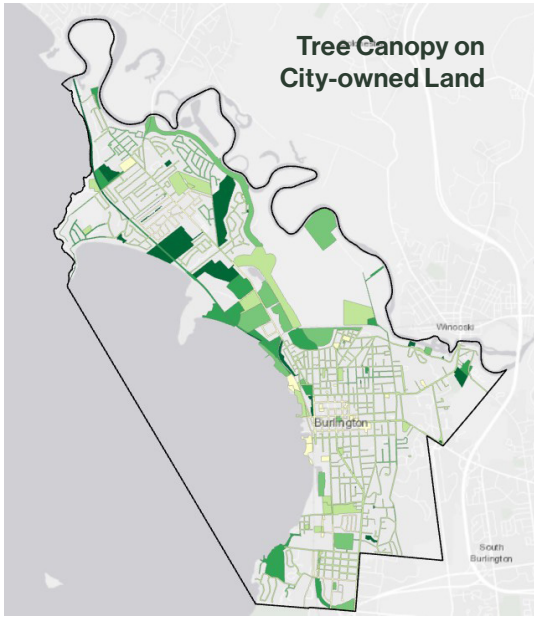
37% of Burlington's urban forest sits on **residential land**, and another 5% is on **commercial land**. Individual actions can make a significant impact, either for tree preservation or tree loss. Relevant Actions: CN3.1, CN3.4, and CN3.5.



27% of the urban forest is on **City-owned land**. The City can directly expand tree canopy on City-owned land and model best practices for urban forest health and maintenance. Relevant actions: CN3.3 and CN3.4.

**data derived from leaf-on satellite imagery*

Other includes following land uses: Private right-of-way, Education - Champlain, Education - Private, Winooski



Existing Tree Canopy %
- 0-15%
- 15-30%
- 30-50%
- 50-70%
- 70-100%

CONNECT Strategies

Urban Tree Canopy Assessment by UVM

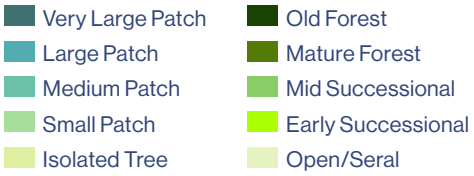
Managing for Biodiversity and Resilience with Canopy Assessment Data

UVM's Tree Canopy Assessment provides a valuable dataset that can inform urban forest management decisions across Burlington. For example, data on patch age helps distinguish mature forest areas from those in earlier successional stages.

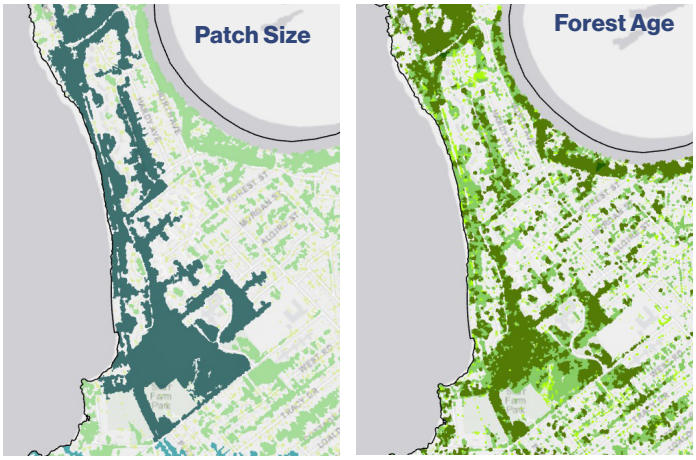
Combined with information about patch shape, this data highlights which forest patches contribute most to a resilient and healthy urban forest network. Smaller or irregularly shaped patches with high edge-to-area ratios are more vulnerable to biodiversity loss over time—a process known as "species relaxation." In contrast, larger, "rounder" forest patches tend to support greater species diversity and are more resistant to aggressive introduced species.

These insights can help guide where to prioritize management actions that build long-term forest resilience and where to maintain different habitat types. Not every area should be managed toward mature forest conditions. Open landscapes and grasslands remain important for supporting species like bluebirds. The open areas and grasslands in the Intervale, for example, could be managed to stay open, supporting edge-requiring species like butterflies and other insects.

Both of these forest patches are identified as very large patches, but due to their age and shape, they have varying levels of long-term resilience to species loss.

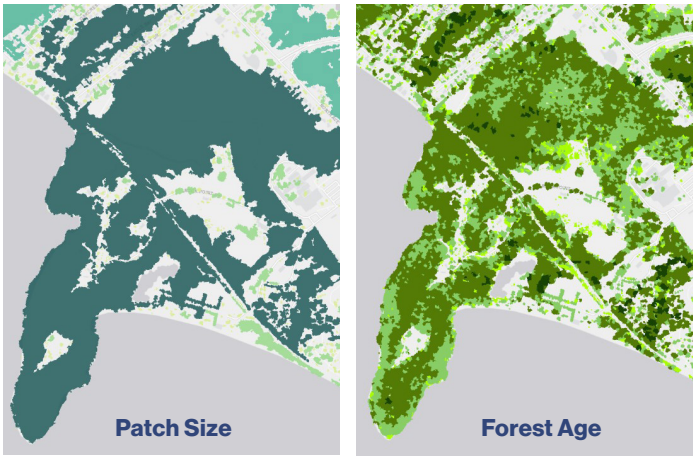


Small and/or irregularly shaped patches are more vulnerable to biodiversity loss and spread of aggressive introduced species.



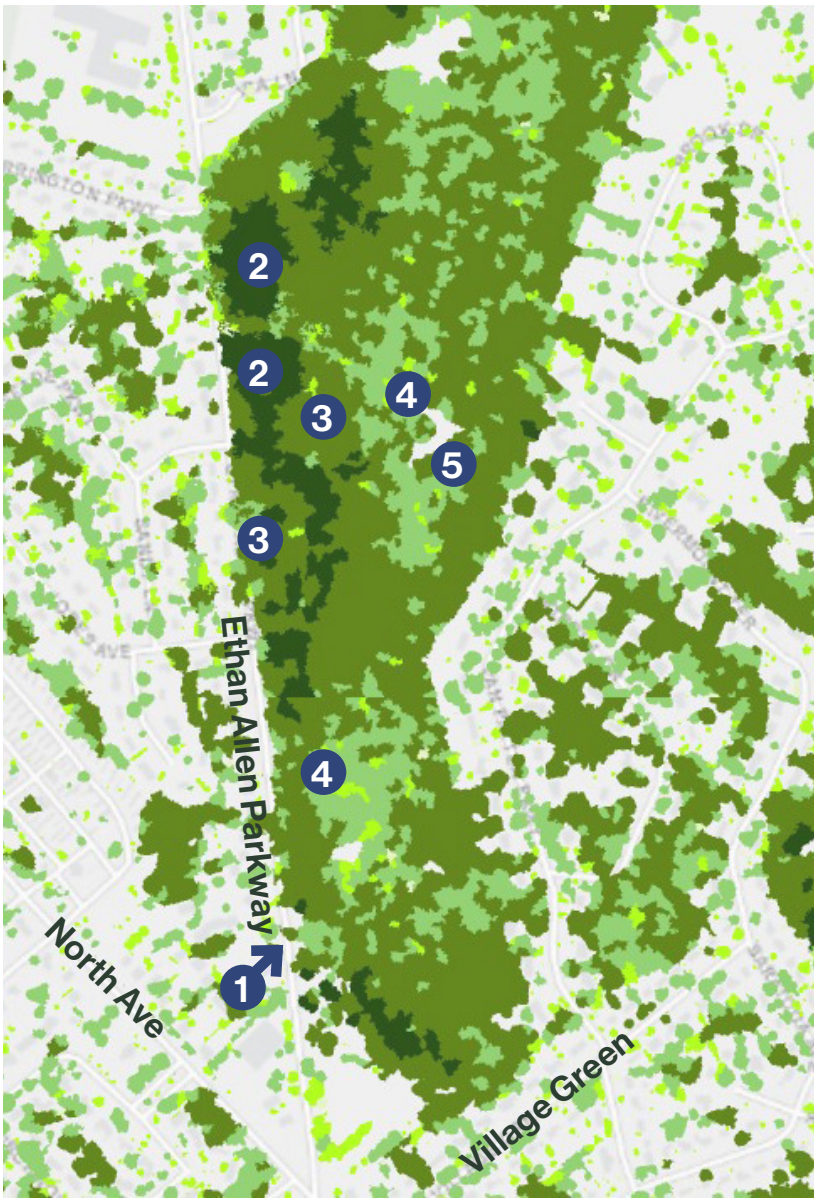
Starr Farm Park, North Shore Natural Area, and nearby areas in New North End

Large, round areas of old and mature forest are more resilient to biodiversity loss.



Arms Forest and Rock Point

Example of using data for management and planting decisions



Ethan Allen Park

General management prioritization principles, with example locations indicated on map of Ethan Allen Park:

1. Areas of old and mature forest that have more edge area could be made more resilient by adding tree canopy where possible to increase the interior areas of these patches.
2. Prioritize aggressive introduced species control in large old and mature forest patches.
3. Also prioritize aggressive introduced species control in mid-successional areas near old/ mature forests to reduce spread of species into older forest areas.
4. Manage mid-successional, especially areas near large old/ mature forests to guide them to the desired mature state. Foresters can help assess current conditions and guide species composition through selective thinning that favors desired canopy species (e.g. oak, hickory, walnut, white pine).
5. Identify open patches that are not needed for recreation or other uses (e.g., picnics, sports fields). These areas can be prioritized for tree planting to reduce the spread of aggressive introduced species.

Leddy Park

Leddy Park shows an example of a park that is balancing a lot of varied needs for both people and wildlife: from recreation, to parking, to habitat / biodiversity. To enhance urban forest health, biodiversity, and resilience, the City could consider relocating parking or recreational uses within Leddy Park to create more interior forest habitat, while still preserving the diversity of uses. When relocating uses, consider shifting to less mature forest areas. For example, shifting the southern parking lot southeast towards the edge of the park could allow replanting on the northwestern end to create a larger area of contiguous forest.

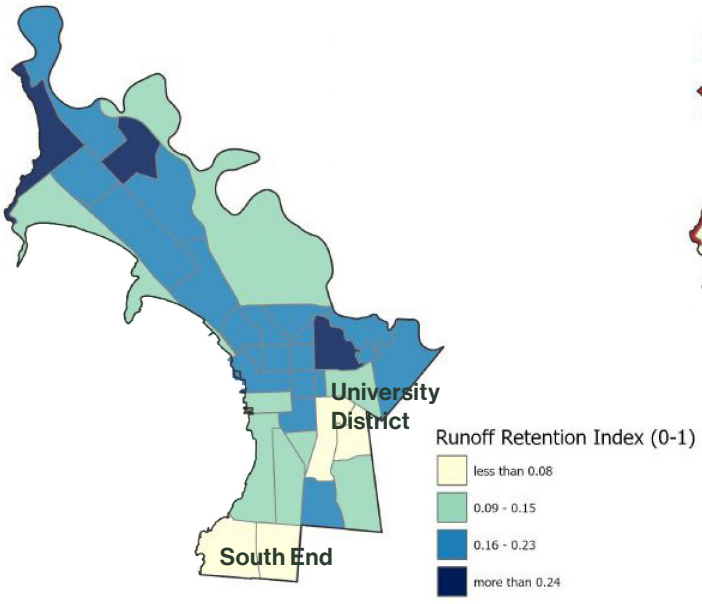
CONNECT Strategies

By planting just one new tree, Burlington can remove enough CO2 to offset 13 miles of car travel and absorb six bathtubs of stormwater!

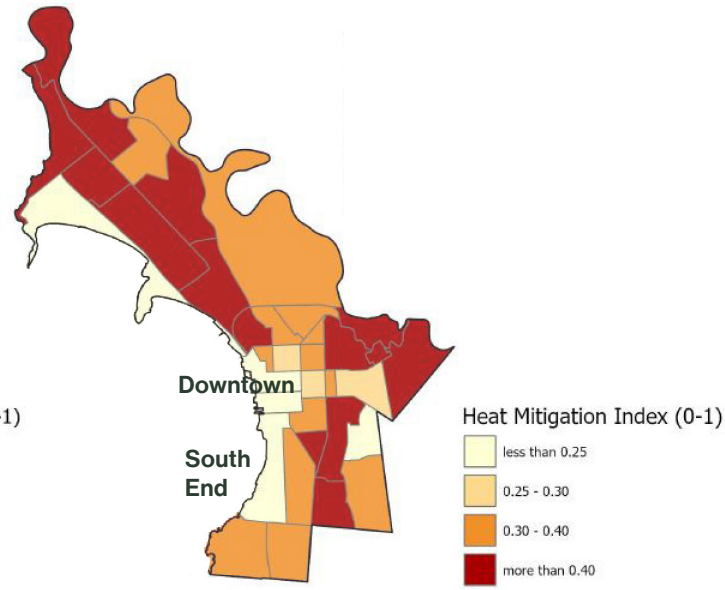
Using Tree Canopy Assessment to Support Planting and other benefits

UVM's Tree Canopy Assessment identified high-level opportunities for reforestation as well as where the city's urban forest is absorbing stormwater and cooling adjacent areas.

Stormwater Absorption



Urban Cooling Benefits

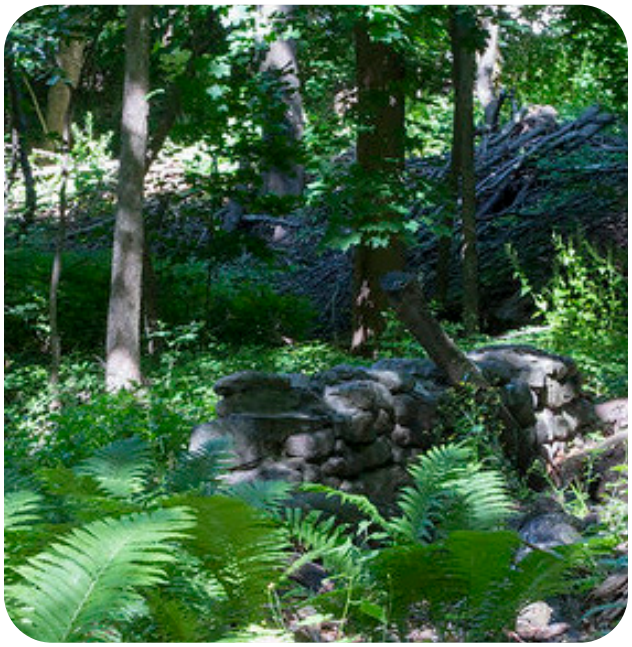


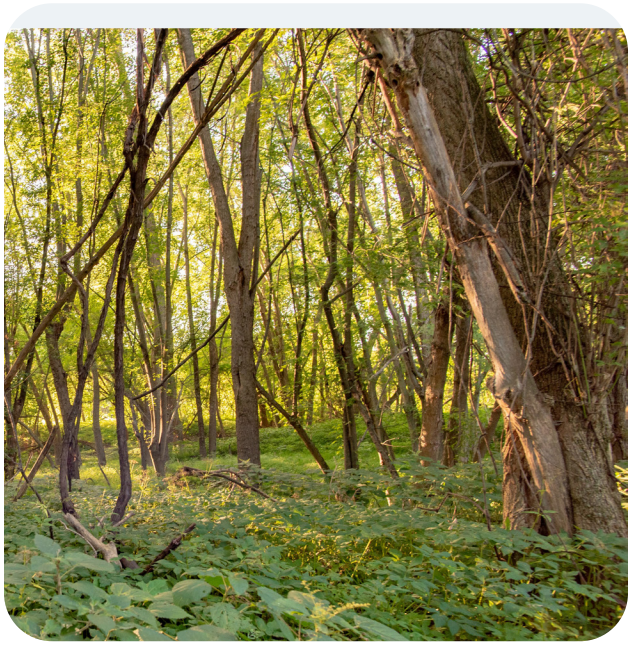
Maps by UVM

"Areas with low runoff retention may benefit from increased tree plantings due to the capacity of vegetation acting as riparian buffers filtering runoff and absorbing precipitation into the soil."
- UVM Urban Tree Canopy Assessment

Areas with lower heat island mitigation today (e.g. light yellow areas above) could be priorities for more tree planting focused on enhancing urban cooling.

Urban Tree Canopy Assessment by UVM





CONNECT Strategies

STRATEGY 4
Encourage New Development to Incorporate Nature-Based Principles

Though conservation and development have historically been pitted against each other, the two can work together in mutually beneficial ways. Cities like Burlington that both deeply value open space and sorely need to expand their housing stock can build dense development that also increases ecologically healthy green areas with practices like Low Impact Design and Conservation Development.

This strategy capitalizes on widespread desires across the community to incorporate nature-based principles in development. On the new development side, creating green design standards and development review resources will help foster environmentally-beneficial building. On the existing development side, providing educational resources to owners and occupants within Stewardship Zones will help those closest to natural areas support their ecological health. Green design standards can guide both new and existing development to incorporate principles and engage in tactics like reducing impervious surface, improving drainage, building green stormwater infrastructure, and creating pollinator habitats.

ACTIONS

CN4.1 Develop Green Design Standards for new developments and redevelopments.

CN4.2 Provide educational resources for owners and occupants in Stewardship Zones to support ecological health of nearby natural areas.

CN4.3 Create development review resources to support review bodies in evaluating sustainable/ ecological nature-based approaches to development and open space impacts of new development.

Open Space Stories

BEE a Good Steward

Vermont is home to about 350 different species of native bees, and Burlington is an important statewide hotspot for native bees!

The sandy soils on the lakeshore and river delta and diversified organic agriculture in the floodplain provide prime nesting and feeding grounds for bees, contributing to a high diversity of bee species. While the most famous bee is the non-native honey bee, bees native to Vermont come in all shapes, colors, and sizes. We rely on native bees and pollinators to pollinate our crops, gardens, plants and trees.

Many of these trees and plants won't regenerate without bees and other pollinators. While people rely on urban forests and plants to slow storm water, clean the air, and keep the lake clean, native bees and pollinators rely on native plants for nutrients and habitat. Growing and planting natives around the city helps both us and bees steward healthy connected habitats.

That's why Vermont's open spaces and our ability to continue stewarding them are so important: native plants and habitats are critical for these bees and pollinators survival. In return the city gains many valuable services from native plants and trees that our native bees and other pollinators rely on.

This new Open Space plan will build on past city plans and establish a policy vision for open space inventory, management, access, and preservation going into the future.

Implementation Matrix

CN 1 Grow and Celebrate Nature-Based Climate Solutions Across the City			
No.	Action	Lead	Key Partners
CN 1.1	Educate the public on Nature-Based Climate Solutions and their value. (See also EX1.3)	Parks Conservation Team	Conservation Board, Parks Commission, Wildways, Parks Communications
CN 1.2	Create and support existing education, recognition, and incentive programs to encourage private property owners to integrate Nature Based Climate Solutions and implement sound ecological practices (e.g. reducing lawn space), especially within Natural Area Stewardship Zones. • Celebrate and support Grow Wild initiatives to encourage lawn conversions for native spaces to incrementally replace non-native for habitat benefits. • Use established pockets to disburse throughout neighborhoods. • Potential programs include adaptation of Green Design Standards, expansion of the BLUE program, and encouragement of "Wild Yards" to convert mowed areas to naturalized open space.	Parks Conservation Team	Conservation Board, Wildways, GROW wild, BLUE program, Parks Communications
CN 1.3	Continue to partner with schools to grow nature-based climate solutions on school grounds.	Burlington School District	Burlington Wildways, Parks Conservation Team, Shelburne Farms.
CN 1.4	Create a municipal management plan to track and reduce mowed lawns.	Parks	Parks Ground Maintenance, Parks Conservation Team, Water Resources
CN 1.5	Continue to grow nature-based climate solutions on City property, including but not limited to green stormwater infrastructure.	Parks	Water Resources
CN 1.6	*See also in CONSERVE: CS2.1. Create network of pollinator-friendly and native plant habitats across the city.*	-	-

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Near-term (0-2 years)	-
	YES	-	Mid-term (2-6 years)	-
	-	YES (ongoing)	Near-term (0-2 years)	-
	-	-	Near-term (0-2 years)	-
	-	YES (ongoing)	Near-term (0-2 years)	-
	-	-	-	-

Implementation Matrix

CN 2 Cultivate an Ecosystem of Stewardship			
No.	Action	Lead	Key Partners
CN 2.1	Create a database and listserv of open space organizations to support collaboration, resource sharing, etc.	Parks Conservation Team	Wildways, Conservation Board
CN 2.2	Co-host a recurring open space summit for land stewards, community organizations, and others.	Wildways, Mayor	VCGN, Audubon, UVM, Wildways partners (e.g. Intervale, WVPD, Rock Point, Parks)
CN 2.3	Continue to support "Friends Of" groups near natural areas (including supporting existing efforts and expanding to new groups) and target outreach within stewardship zones.	Parks Conservation Team	Parks Communications, WNRCD, Friends of the Winooski, Watersheds United Vermont, etc.
CN 2.4	Update Urban Wilds definition, including considering expanding beyond city-owned land.	Conservation Board	Wildways, Large landowners, Parks Conservation Team, DPI
CN 2.5	Distribute educational resources about how personal actions can support water quality health in lake, river, and tributaries. (See also EX1.3)	Lake Champlain Sea Grant (BLUE program)	Water Resources, Parks Communications

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	YES	Near-term (0-2 years)	-
	-	YES	Near-term (0-2 years)	-
	-	-	Mid-term (2-6 years)	-
	YES	YES	Near-term (0-2 years)	-
	-	-	Near-term (0-2 years)	EX 1.3

Implementation Matrix

CN 3 Enhance and Protect Burlington's Urban Forest			
No.	Action	Lead	Key Partners
CN 3.1	Comprehensively update the Tree Ordinance.	Parks, City Arborist	Conservation Board, Parks Commission, City Arborist, Parks Conservation Team, Planning, Planning Commission, DPI
CN 3.2	Update the urban tree canopy goal and mapping/ data analysis every 10 years. Consider developing specific goals for different types of canopy based on their ecological and heat island mitigation value.	Parks, City Planning, Conservation Board	UVM Spatial Analysis, or similar provider
CN 3.3	Conduct Pocket Forest Feasibility Study inclusive of existing and potential pocket parks that develops plant lists, identifies potential existing sites, and envisions incentives for establishing pocket forests in new developments, dense neighborhoods, and greenbelts.	Parks Conservation Team	Parks Planning, City Planning
CN 3.4	Identify large valuable trees (e.g. specimen trees) in the city that are on public and private land, and consider protection with ideas framed in the policy toolkit from Biophilic Cities network.	Conservation board	UVM Spatial Analysis Lab, City Arborist, Branch Out Burlington
CN 3.5	Educate the public on benefits of the urban forest and how to manage it on private property. (See also CN1.1, CN1.2, EX1.3)	Parks Conservation Team	Conservation Board, Parks Commission, Wildways, Parks Communications
CN 4 Encourage New Development to Incorporate Nature-Based Principles			
No.	Action	Lead	Key Partners
CN 4.1	Develop Green Design Standards for new developments and redevelopments.	DPI, City Planning	Conservation Board, Planning Commission, Water Resources, land owners, landscape architects (?)
CN 4.2	Provide educational resources for owners and occupants in Stewardship Zones to support ecological health of nearby natural areas.	Parks Conservation Team and Parks Communications	Grow Wild, Parks Planning, Lake Champlain Sea Grant
CN 4.3	Create development review resources to support review bodies in evaluating sustainable/ecological nature-based approaches to development and open space impacts of new development.	DPI	Conservation Board, Parks Conservation Team

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	YES	-	Near-term (0-2 years)	-
	YES	-	Long-term (6+ years)	-
	-	-	Mid-term (2-6 years)	-
	-	YES	Near-term (0-2 years)	-
	-	-	Near-term (0-2 years)	CN1.1, CN1.2, EX1.3

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Mid-term (2-6 years)	-
	-	-	Mid-term (2-6 years)	-
	-	-	Near-term (0-2 years)	-

GOAL THREE

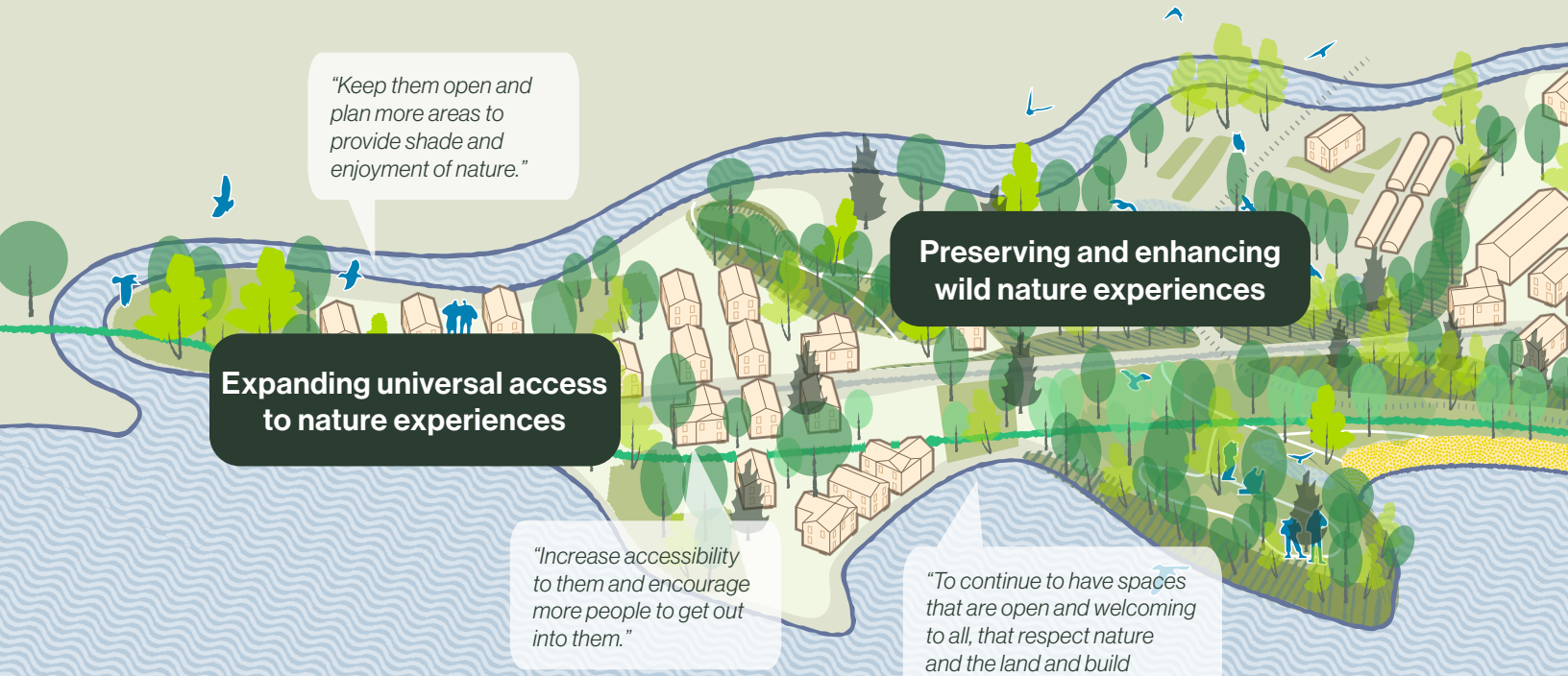
EXPERIENCE

Expanding a variety of nature experiences across Burlington

EXPERIENCE Overview

Fostering diverse outdoor experiences for everyone

Burlington's Open Space Plan is not just about land–it's about how people use and enjoy them. As reflected in the first wave of engagement, Burlingtonians' outdoor experiences are as diverse as the open spaces themselves. This goal focuses on preserving and enhancing experiences in nature while breaking down barriers to access. It also considers the different types of nature experiences people have–everyday experiences and wild ones–and how to educate people about them while growing opportunities to engage with a variety of open spaces.



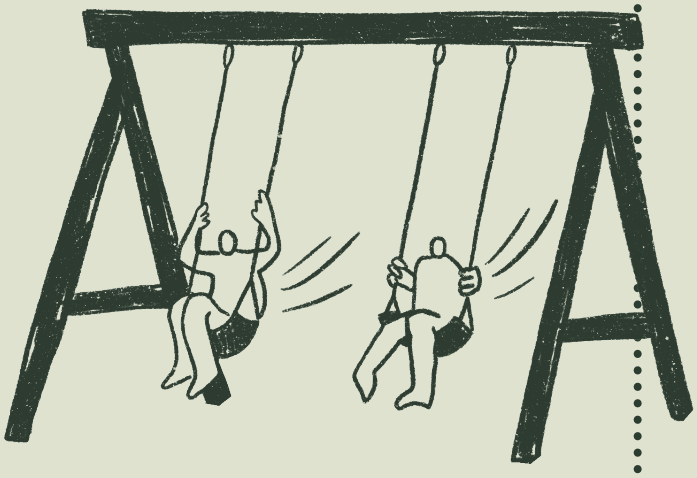
All quotes were gathered from the community during engagement events or in surveys.

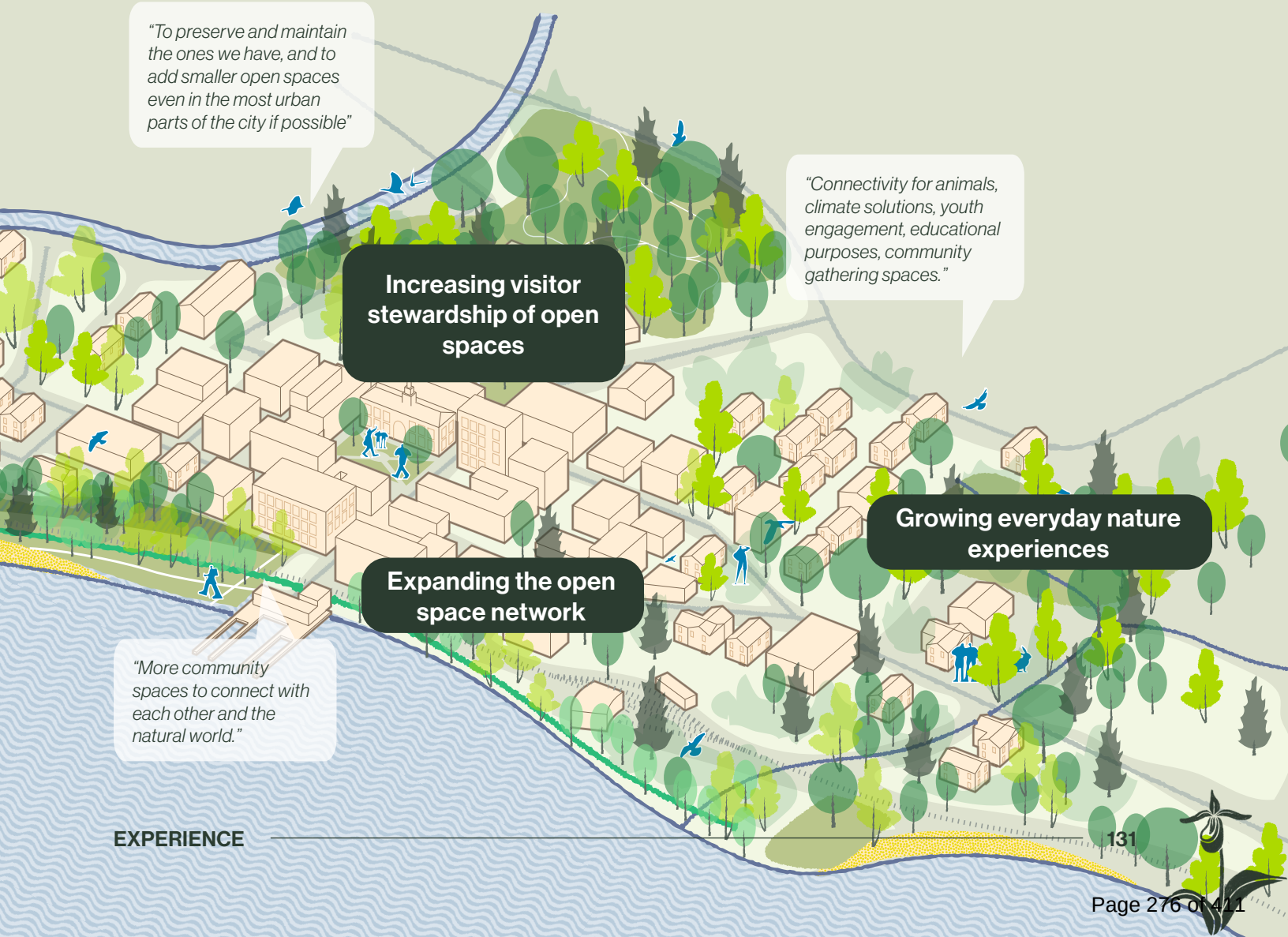
EXPERIENCE Strategies

EX1 Increase awareness about Burlington's open spaces

EX2 Grow public access and accessibility to nature-based experiences

EX3 Break down barriers to open space access





EXPERIENCE: Overview

Connecting with nature can take many forms, from everyday nature moments to big woods experiences.

Standing at the edge of Rock Point and gazing out at Lake Champlain, without a building in sight. Pausing along a neighborhood walk to admire a neighbor's pollinator garden and breathe the evening air. Biking on the Burlington Greenway and passing picnickers, skateboarders, and kayakers at different points. These are just a few of the wide range of outdoor experiences that Burlington offers in everyday life and in close-to-home adventures.

Burlington's experiences are rich because of the variety of open space types and their diverse ownership and management practices. Some open spaces are managed intensively by people while others are left more wild. Some spaces lend themselves to passive recreation while others are more active. Some spaces can only be used in certain ways while others have many potential uses. Burlington is lucky to have this multifaceted array of open spaces.

Spectrum of Nature Experiences

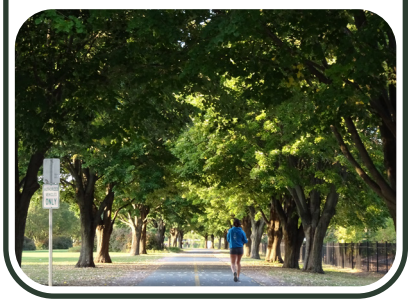
Big Woods / Wild Nature Experiences

Hiking in Rock Point and marveling at the Champlain Thrust Fault or bird watching in Arms Forest

Nature and Park Experiences

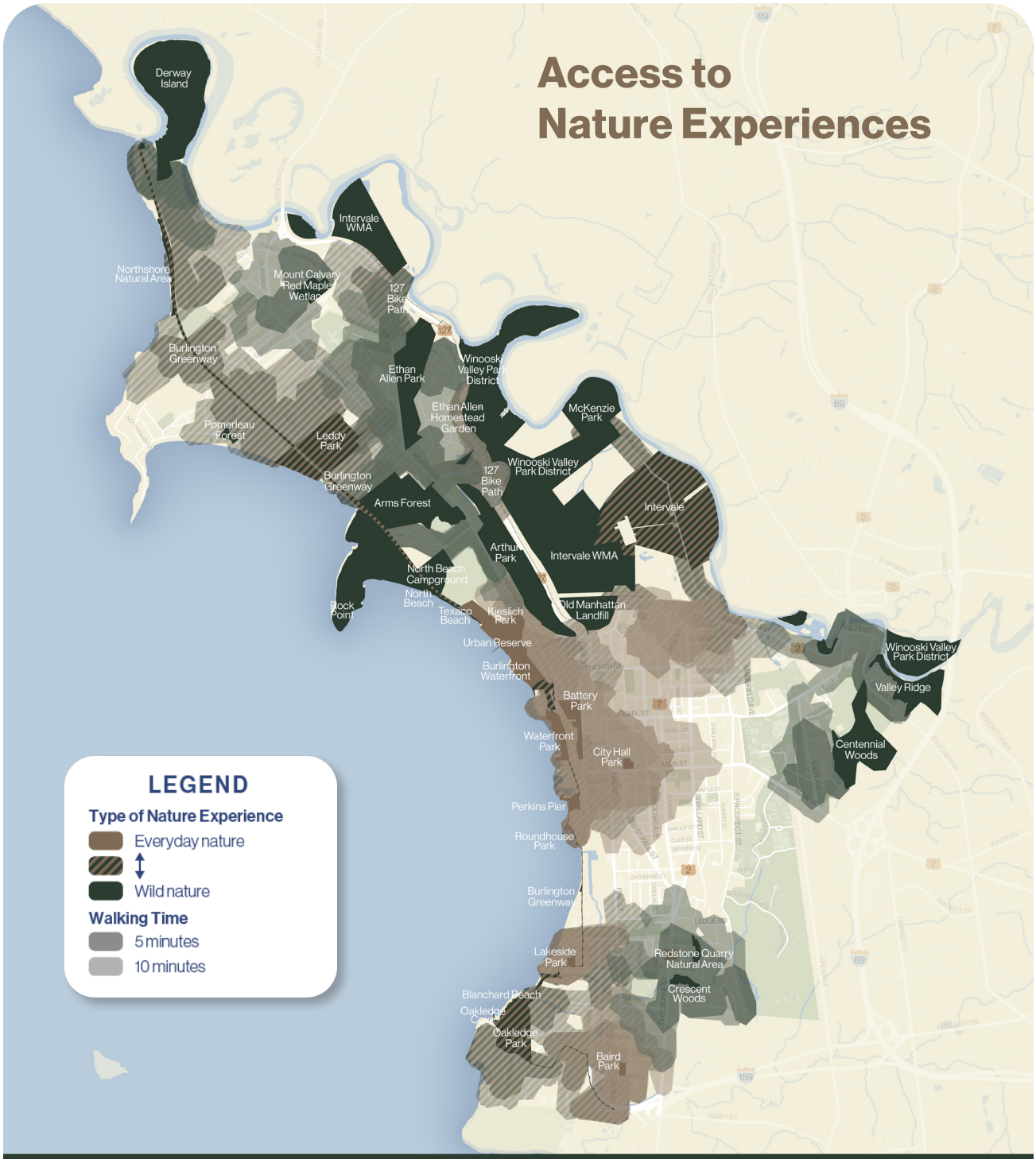
Enjoying the waterfront in Oakledge Park or bicycling along the Burlington Greenway

Everyday Nature Experiences



Glimpses of Lake Champlain while walking Downtown or watching a bee buzz around a pollinator garden

Access to Nature Experiences



Nature Experiences

	% area within.... 5 walk	10 walk
Everyday Nature	11%	21%
↕	23%	39%
Big Woods / Wild Nature	13%	25%

This map categorizes open spaces by whether they foster everyday nature or wild nature experiences. It shows the surrounding area that is within a 5-minute or 10-minute walk.

EXPERIENCE Strategies

STRATEGY 1
Increase Awareness About Burlington's Open Spaces

Half of Burlington's land area is covered by open spaces, but knowledge about and access to these spaces are not well known. While many people–residents and visitors alike–frequent Burlington's parks and recreate freely–from hiking to swimming to picnicking to relaxing–there is a wealth of knowledge and events that can be readily shared. Some center on history and learning while others foster connections and shared experiences.

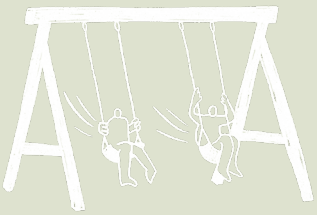
This strategy aims to connect more people to more experiences through education and communication. By increasing awareness of the natural world and ways to engage with it, more people may become part of an ever-growing community of open space champions.

ACTIONS

EX1.1 Collaborate to create educational tools on Burlington's natural history and stewardship story with associated places to visit.

EX1.2 Create a central calendar that crowdsources events and volunteer efforts around the City. (See also EX1.3)

EX1.3 Create a comprehensive open space communications and education plan to share recommendations of the open space plan. (See also EX1.2)



STRATEGY 2
Grow Public Access to Nature-Based Experiences

Burlington offers a wide variety of nature experiences, from a morning walk in the park to a weekend rafting escapade. From an afternoon watching bees and birds in a pollinator garden to a thrilling mountain biking adventure through the woods. It's not everyday that those big experiences happen–and they're not necessarily possible for or desired by everyone. Everyone should be able to experience nature every day–and it's much easier in Burlington, where nearly the entire city is within a 10-minute walk from an open space.

This strategy focuses on making those everyday nature experiences more commonplace and integrated into daily routines. It includes increasing opportunities throughout the city, partially in partnership with private and institutional landowners. Public access to private land is already happening in places like Rock Point and can be expanded to even more areas.

The upcoming Comprehensive Plan will continue to address these issues.

ACTIONS

EX2.1 Expand "everyday" nature experiences across the city that give community members opportunities to experience green/natural spaces as part of daily routines.

EX2.2 Continue to partner to expand public access to nature experiences. Partnerships could include, for example, private and institutional landowners, organizations, and visionaries that promote nature-based work.

EXPERIENCE Strategies

STRATEGY 3
Break Down Barriers to Open Space Access

Everyone in Burlington is within a 10-minute walk from an open space, but not all open spaces are created equal. Not only do they differ in size, nature, and types of experiences offered, they also differ in accessibility. Accessibility can refer to physical accessibility ("How easy is it for me to get to an open space by foot, bike, or car?") or cultural accessibility ("Once I get to this open space, how welcoming and comfortable of an environment is it for me? For my family?").

This strategy seeks to tackle both barriers while considering the health of important natural areas. Acknowledging that there are cultural differences in enjoying open spaces, inclusive and accessible strategies need to be employed to engage marginalized communities and integrate cultural preferences. Physical access is a priority as well, particularly by different modes, and needs to be balanced with ecological sensitivities. The Conservation Legacy Fund can be strategically used to help support improved access and accessibility through conservation infrastructure, including focusing on universal design throughout.

ACTIONS

- EX3.1 Evaluate opportunities for universal access in natural areas where appropriate and considering ecological sensitivity. (See also EX3.3)
- EX3.2 Improve equitable transportation access to natural areas and seek out alternative funding mechanisms.
- EX3.3 Regularly engage communities who face barriers to accessing or enjoying open space to identify additional actions to increase use and where to prioritize improvements. (See also EX3.1)
- EX3.4 Plan for and integrate different cultural preferences in the use of public outdoor spaces.
- EX3.5 Incorporate language access in educational campaigns.

The upcoming Comprehensive Plan will include specific strategies for improvements in multi-modal access to the Intervale.

Stakeholder and public feedback included some challenges that are being accomplished outside of the Open Space Plan, including cat and dog regulations, food safety, and border management. This plan acknowledges these challenges and supports related actions in other plans.

Open Space Stories

Wildways

* * * * * * * * * *

The Burlington Wildways partnership works together to address some of the most pressing needs for conservation, climate resilience, and equitable nature access in Burlington's urban context.

Wildways was formed by a city council resolution in 2017 to collectively steward these areas and make sure that Burlington residents know about, care about, and have access to them. With the many threats posed by a warming climate, they promote nature connection and many forms of stewardship to help save and increase biodiversity and protect ecological functions in the city. They have piloted some groundbreaking approaches, such as the school-based tree nursery program; the Wildways Stewards program that uses citizens to maintain trails, help manage non-native species and do restoration work; and the Grow Wild native plant initiative. They also host an annual City Nature Celebration.

Implementation Matrix

EX 1 Increase Awareness About Burlington's Open Spaces			
No.	Action	Lead	Key Partners
EX 1.1	Collaborate to create and translate educational tools on Burlington's natural history and stewardship story with associated places to visit.	Parks Conservation Team	REIB, Crows Path, Master Naturalist, UVM, Shelburne Farms, ECHO, WVPD, Vermont Folklife, UVM Spatial Analysis, Generator
EX 1.2	Create a central calendar that crowdsources events and volunteer efforts around the City. (See also EX1.3)	Parks Communications (with LoveBurlington)	Wildways, Parks Conservation Team
EX 1.3	Create a comprehensive open space communications and education plan to share recommendations of the open space plan. (See also EX1.2)	Parks Communications	City Planning, Park Planning, Wildways
EX 2 Grow Public Access to Nature-Based Experiences			
No.	Action	Lead	Key Partners
EX 2.1	Expand "everyday" nature experiences across the city that give community members opportunities to experience green/natural spaces as part of daily routines.	Parks Conservation Team, Parks Planning	DPW, Parks Communications, Neighborhoods/ individual landowners
EX 2.2	Continue to partner to expand public access to nature experiences. Partnerships could include, for example, private and institutional landowners, organizations, and visionaries that promote nature-based work.	Parks	UVM, Rock Point, Intervale Center other large landowners

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Near-term (0-2 years)	-
	-	-	Near-term (0-2 years)	EX 1.3
	-	-	Mid-term (2-6 years)	EX 1.2

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	YES	-	Long-term (6+ years)	-
	-	-	Long-term (6+ years)	-

Implementation Matrix

EX 3 Break Down Barriers to Open Space Access			
No.	Action	Lead	Key Partners
EX 3.1	Evaluate opportunities for universal access in natural areas where appropriate and considering ecological sensitivity. (See also EX3.3)	Parks Planning	BACA
EX 3.2	Improve equitable transportation access to natural areas and seek out alternative funding mechanisms.	Parks Planning	DPW, CCRPC
EX 3.3	Regularly engage communities who face barriers to accessing or enjoying open space to identify additional actions to increase use and where to prioritize improvements. (See also EX3.1)	Parks Planning, City Planning, REIB, BACA	Liberation Ecosystem, BPRW Conservation Team, Wildways, Trusted Community Voices
EX 3.4	Plan for and integrate different cultural preferences in the use of public outdoor spaces.	Parks Planning, City Planning, REIB	Liberation Ecosystem, BPRW Conservation Team, Wildways
EX 3.5	Incorporate language access in educational campaigns.	Parks Communications, REIB	Trusted Community Voices

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	YES	-	Long-term (6+ years)	EX 3.3
	YES	-	Long-term (6+ years)	
	YES	-	Near-term (0-2 years)	EX 3.1
	YES	-	Near-term (0-2 years)	-
	-	-	Near-term (0-2 years)	-

GOAL FOUR

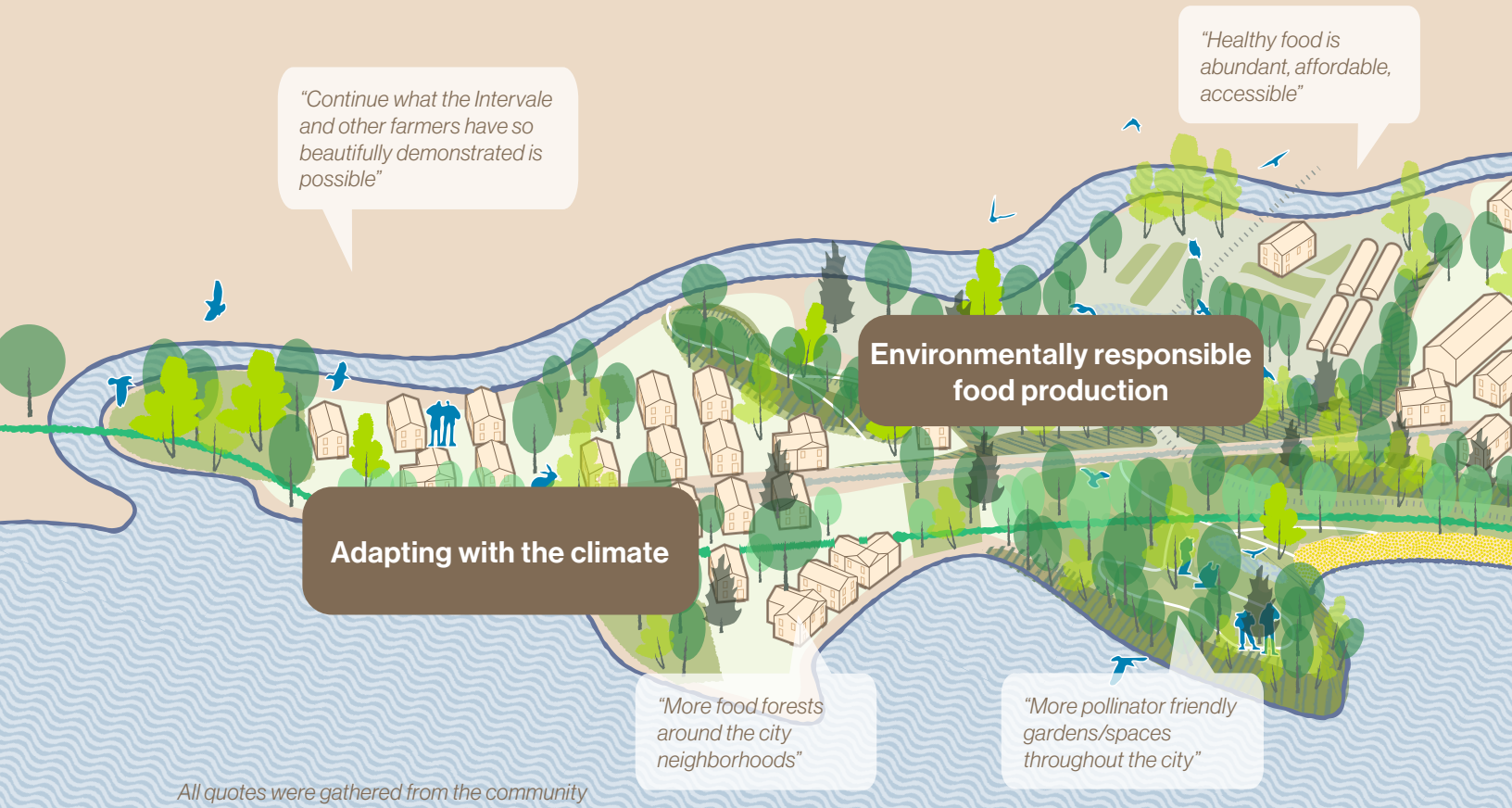
CULTIVATE

Growing sustainable and accessible local food systems that meet community needs

CULTIVATE Overview

“Growing Local” connects us to our food and can create more sustainable food systems

Local food systems are integral to the fabric of open space and life in Burlington, from home gardens to the community garden to the Intervale Center. More growing space is needed to meet the community’s demand, and the food system is susceptible to challenges like climate change.



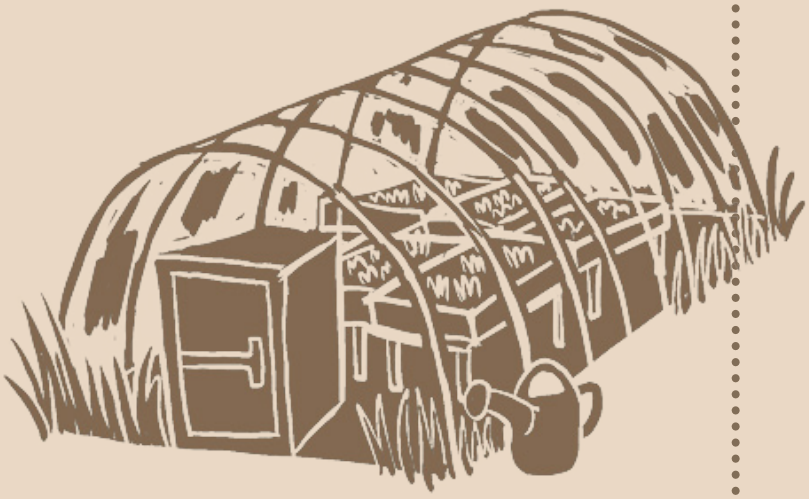
All quotes were gathered from the community during engagement events or in surveys.

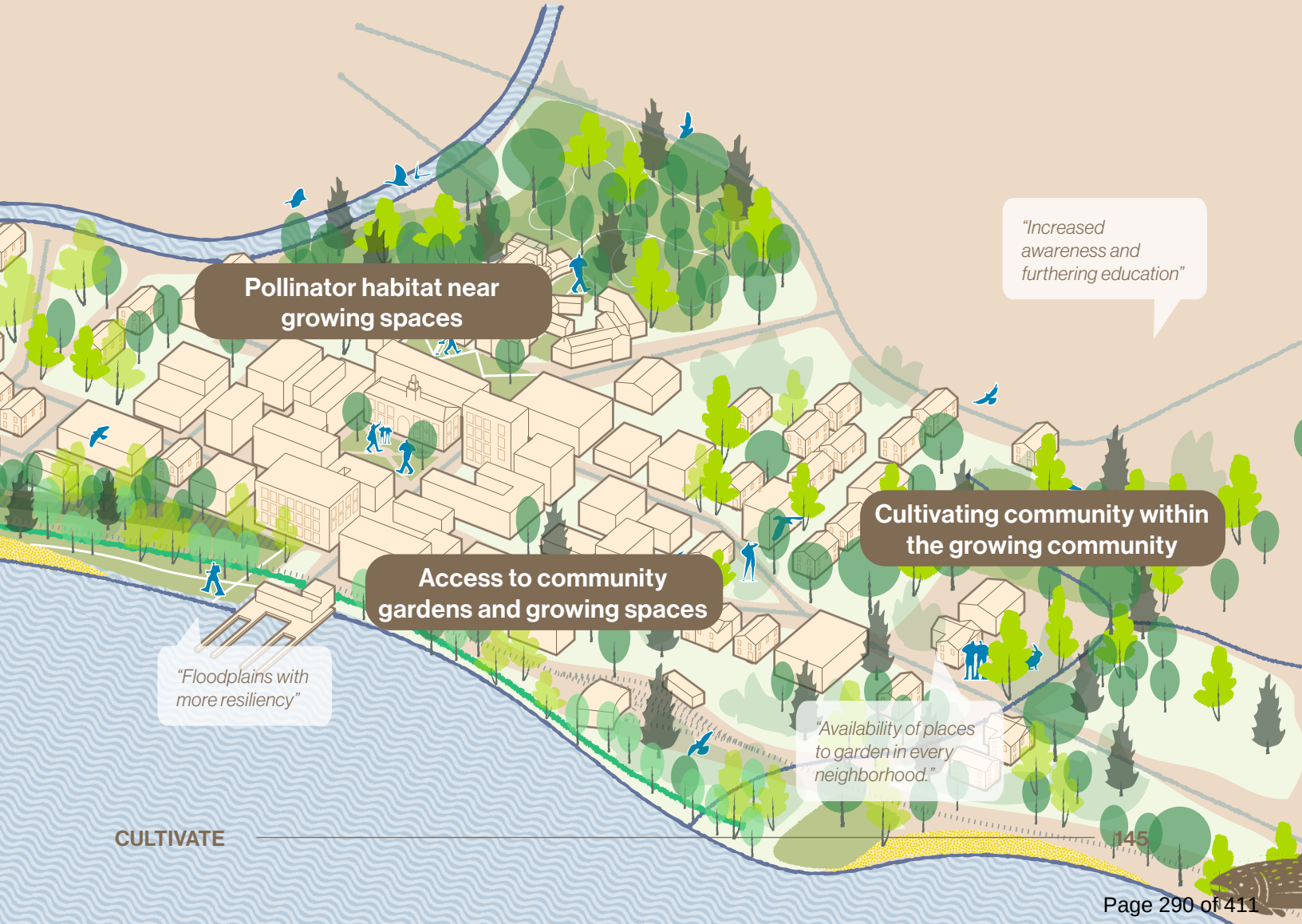
CULTIVATE Strategies

CL1 Cultivate sustainable and resilient agriculture practices

CL2 Expand community gardens and access for new community members

CL3 Support the cultivation of alternate food sources





CULTIVATE: Overview

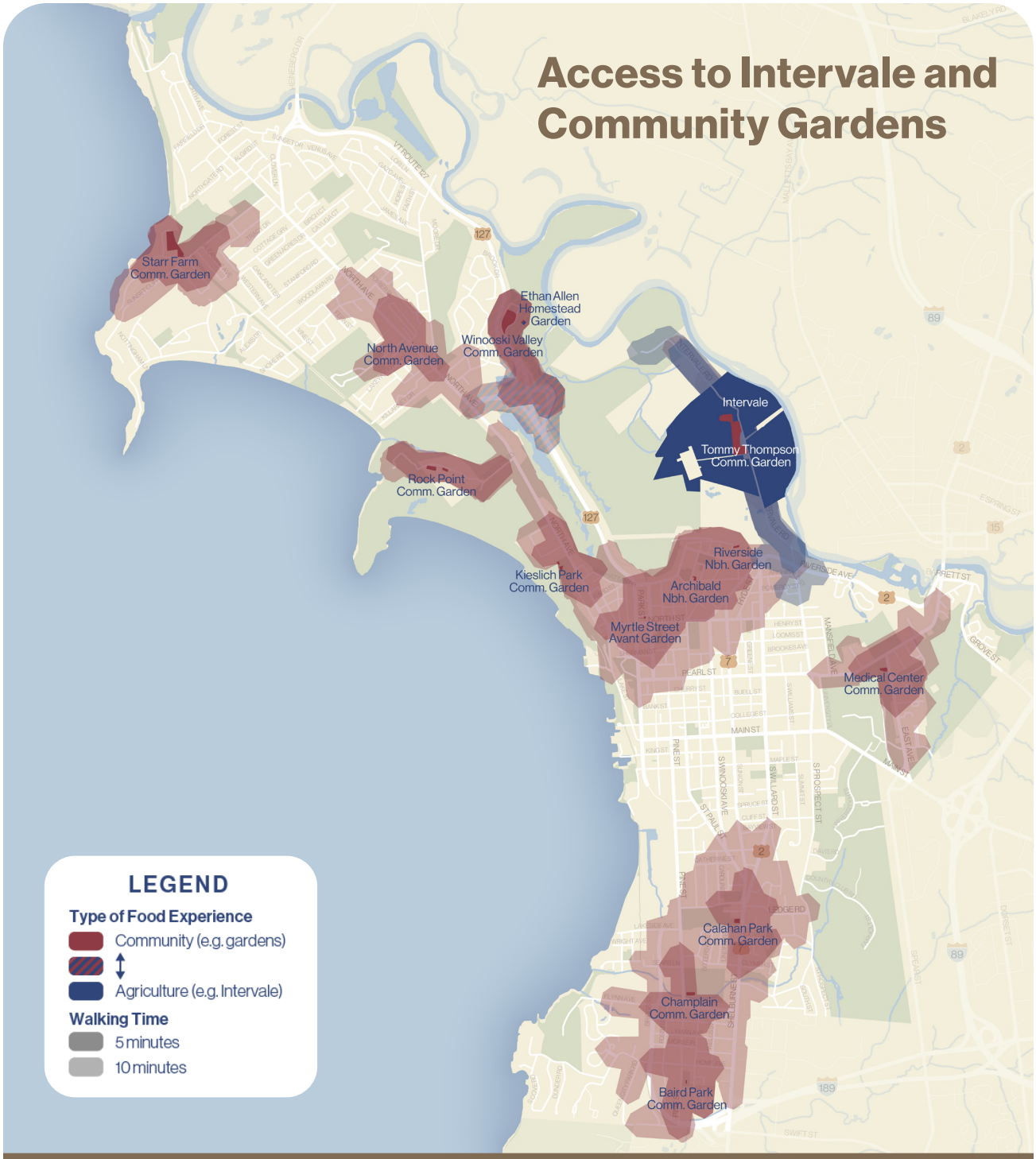
Exposure to varied food experiences can strengthen local food resilience

In Burlington, food growing spaces hold deep cultural significance as symbols of community resilience, heritage, and connection to the land. For many of Burlington's immigrant communities, these spaces exemplify traditional agricultural practices, provide space for intergenerational knowledge sharing, and encourage food sovereignty. Similarly, community gardens often reclaim space for marginalized communities, nurturing identity, pride, and care. These spaces connect people closer to nature and collective health, making them vital to cultural continuity and social cohesion.

Many food procuring methods are practiced in Burlington, like regenerative agriculture, community gardening, and foraging. Exposure to them is a way to increase food experiences and strengthen local food resilience. This could lead the community to expand community gardens, promote sustainable urban agriculture, and encourage alternative food sources like food forests and foraging. There are also many opportunities to propagate growing throughout the community at-large. Community knowledge-sharing is critical to expanding and enriching the ways we cultivate, make, and source food.

Together, these efforts diversify how food is grown and accessed locally, thereby reducing reliance on commercial growing methods and improving food security. Take a look at the map to see the many food experiences are available to Burlington residents today.

Access to Intervale and Community Gardens



Food Experiences

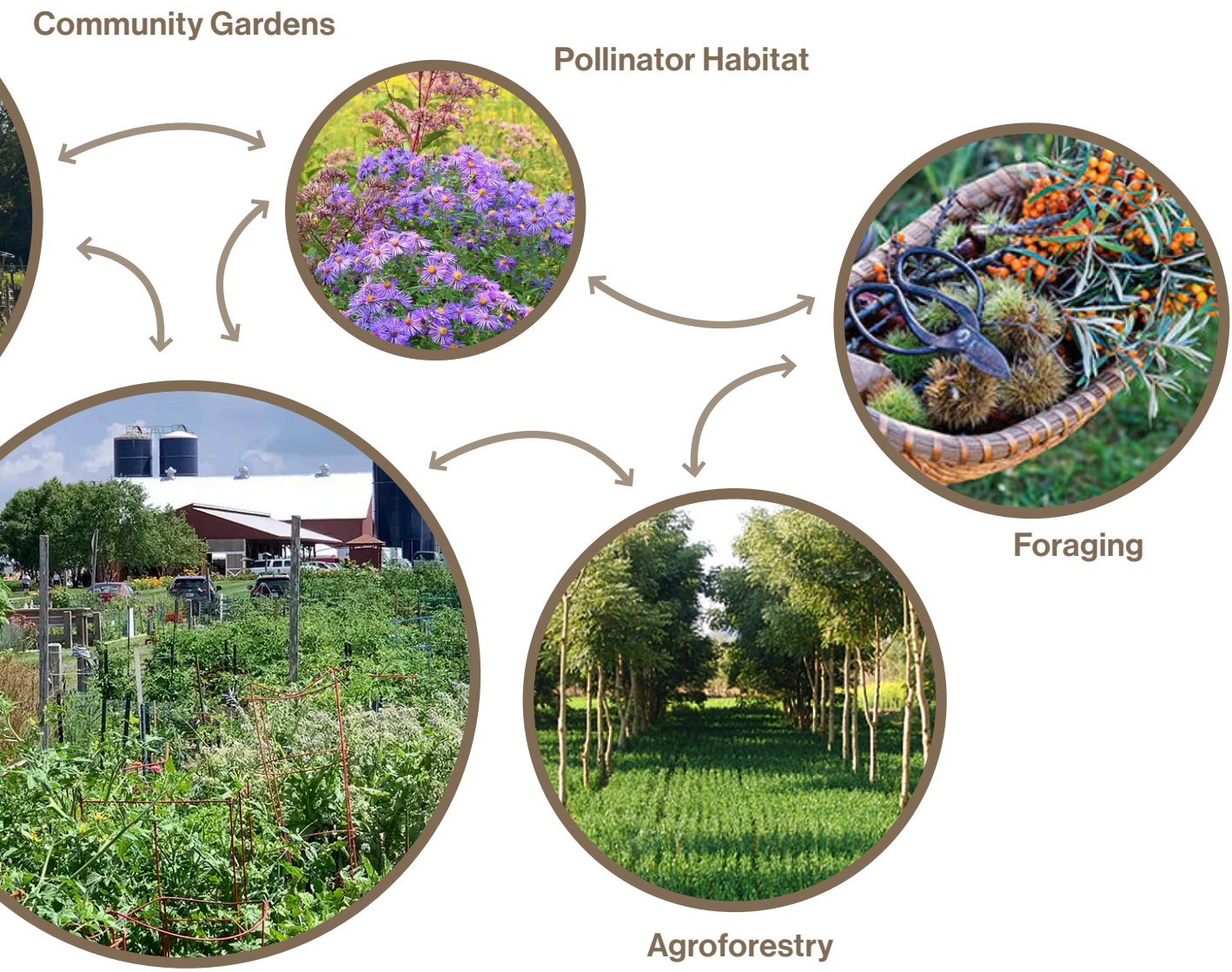
	% area within.... 5 walk	10 walk
Community	14%	30%
↕	1%	2%
Agriculture	2%	3%

Community gardens are distributed across Burlington, although there are gaps in Downtown and in the New North End. The Intervale Center is located near the mid-point of Burlington, but access is largely car-dependent.

CULTIVATE: Overview

Steward Ecological Health to Sustain Long-Term Food Production

While providing access to more food experiences is important to increase awareness and encourage future stewardship of food growing spaces, the quality of those food growing and cultivating spaces is also critical. This plan identifies several strategies to ensure that Burlington also considers soil health, climate resilience, and sustainable land stewardship as part of its cultivation goals. This focus will ensure that both traditional and alternative food systems can thrive in the face of environmental challenges, such as flooding and temperature fluctuations, aggressive introduced species, and habitat pressure.


Community Gardens
Pollinator Habitat
Foraging
Agroforestry
Urban Agriculture

CULTIVATE Strategies

STRATEGY 1
Cultivate Sustainable and Resilient Agriculture Practices

Community-based urban agriculture and stewardship is an integral part of Burlington's open spaces. Since the creation of the first community garden, there has been a thoughtful balance between open space and food production needs throughout the city. This system is under threat, however, from climate change, aggressive introduced species, and deer overpopulation. Flooding especially has been and will continue to be a major issue as weather patterns become more unpredictable.

This strategy endeavors to address these major issues in order to ensure that urban agriculture can thrive for many generations to come. Sustainable and resilient food growing contributes to ecological benefits, such as reduction in food miles and reduced carbon footprint, that are all part of the city's climate strategies. Underlying it is also a focus on soils: as soils are the core resource to farming, understanding them and how to maintain their health is critical to ensuring they remain fertile and retain growing potential.

ACTIONS

CL1.1 Continue to plan for resilient agriculture strategies in the Intervale as climate and flood risks increase.

CL1.2 Develop and implement deer management strategies, and track progress.

CL1.3 Work with other agencies to educate and share resources on soil health information and remediation, aiming to create a resource similar to Dig Safe to emphasize safe soils for safe food.

STRATEGY 2
Expand Community Gardens

There are currently 14 community gardens managed by the Burlington Area Community Gardens (BACG) program with plots ranging from 100 square-feet to 750 square-feet. The program not only connects people with plots of land but also encourages community partnerships through community days and knowledge sharing. They foster a close relationship with food and provide food security.

While these gardens are well-loved, demand historically has been and continues to be much higher than supply. There is a great need for more community gardening space, especially as the city continues to grow. This strategy seeks to identify partnerships that can identify where community gardens can be expanded and to set and track goals for expansion. It also emphasizes that education for private land owners is critical to expanding growing opportunities on both private land and in neighborhood community gardens.

ACTIONS

CL2.1 Partner with community and other groups to explore new spaces for community gardens and community agriculture (especially in areas with less vehicle access, higher percentage of low-income residents, and less access to grocery stores).

CL2.2 Track garden plots per capita to establish baseline conditions and evaluate unmet demand. Set and track mid-term and long-term goals for community garden spaces.

CL2.3 Address the need for more community gardens with actions like:

- Conduct city land asset study for community garden opportunities.
- Document and review process for plot distribution
- Proactively .work with neighborhoods to identify potential community garden spaces and support with the Conservation Legacy Fund.
- Encourage and direct expansion of capacity at existing sites with elements like new raised beds and support infrastructure.
- Consider out-of-the-box opportunities, such as rooftop gardens, and innovative practices, such as vertical garden opportunities.

CL2.4 Incentivize creation of community gardens with new and redevelopment through green design standards.

STRATEGY 3
Support the Cultivation of Alternate Food Sources

Gardening is not the only method for sourcing food outside of a commercial environment: the natural world is full of edible plants. Alternative food sources like food forests and the practice of foraging for wild food sources have gradually spread in recent years, partially as a sustainable activity and partially as a safeguard against food insecurity. The Intervale Center, for example, began the first phase of the Agroforestery Riparian Buffer Project in 2024 to "demonstrate the feasibility of a large scale implementation of agroforestry while satisfying the need to enhance the riparian buffer along the Winooski River." This effort can both grow perennial food producing plants and support climate resilience by protecting growing lands and creating additional habitats for birds and beneficial insects.

There sometimes is, however, a conflict between the desire or need for foraging and conservation goals. This strategy not only acknowledges foraging as a viable method but also encourages sustainable foraging practices. Food forests can be planned for and educational resources can be shared to ensure responsible cultivation of foraging practices. These strategies will need to consider the legal environment around community food sources on public property.

ACTIONS

CL3.1 Plan for food forests, including consideration of tree choices to allow for more community food production. (See also CL3.2)

CL3.2 Work with the public to facilitate responsible, safe, and sustainable foraging communities. (See also CL3.1)

CL3.3 Create an inventory of potential food forest spaces and feasibility study.

CL3.4 *See also in CS2.1 CONSERVE: Create network of pollinator-friendly and native plant gardens across the city.*

Open Space Stories

New Farms for New Americans

What began in 2008 as a workforce development program under the Association of Africans Living in Vermont (AALV) has evolved into a community-based gardening and agriculture program for refugees and immigrants.

Each year, NFNA connects around 100 participants with plots of land in the Intervale and Ethan Allen Homestead for subsistence farming–for consumption or for sale–and offers education and training on adapting farming practices to Vermont's climate.

This program not only helps farmers grow culturally significant crops like snake gourd, African eggplants, and daikon but also increases food security, fosters cross-cultural communities, and contributes to local climate resilience.

Implementation Matrix

CL 1 Cultivate Sustainable and Resilient Agriculture Practices			
No.	Action	Lead	Key Partners
CL 1.1	Continue to plan for resilient agriculture strategies in the Intervale as climate and flood risks increase.	Intervale Center	Farmers, UVM AgroEcology, Parks Conservation Team, VT Garden Network, CEDO (with NRCS)
CL 1.2	Develop and implement deer management strategies, and track progress.	Conservation Board	Parks Conservation Team, Intervale Center
CL 1.3	Work with other agencies to educate and share resources on soil health information and remediation, aiming to create a resource similar to Dig Safe to emphasize safe soils for safe food.	NRCS, CEDO	NRCS, Conservation Districts, UVM Extension Service
CL 2 Expand Community Gardens			
No.	Action	Lead	Key Partners
CL 2.1	Partner with community and other groups to explore new spaces for community gardens and community agriculture (especially in areas with less vehicle access, higher percentage of low-income residents, and less access to grocery stores).	City Planning, Parks Conservation Team	Vermont Garden Network
CL 2.2	Track garden plots per capita to establish baseline conditions and evaluate unmet demand. Set and track mid-term and long-term goals for community garden spaces.	Parks Conservation Team	Community gardeners, Vermont Garden Network
CL 2.3	Address the need for more community gardens with actions like: • Conduct city land asset study for community garden opportunities. • Document and review process for plot distribution • Proactively .work with neighborhoods to identify potential community garden spaces and support with the Conservation Legacy Fund. • Encourage and direct expansion of capacity at existing sites with elements like new raised beds and support infrastructure. • Consider out-of-the-box opportunities, such as rooftop gardens, and innovative practices, such as vertical garden opportunities.		
CL 2.4	Incentivize creation of community gardens with new and redevelopment through green design standards.		

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	YES	-	Mid-term (2-6 years)	-
	-	-	Near-term (0-2 years)	-
	-	-	Long-term (6+ years)	-

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	-	-	Long-term (6+ years)	-
	YES	YES	Near-term (0-2 years)	-

Implementation Matrix

CL 3 Support the Cultivation of Alternate Food Sources			
No.	Action	Lead	Key Partners
CL 3.1	Plan for food forests, including consideration of tree choices to allow for more community food production. (See also CL3.2)	Park Planning or Conservation Team	Parks Conservation Team
CL 3.2	Work with the public to facilitate responsible, safe, and sustainable foraging communities. (See also CL3.1)	Intervale Center	WVPD, Parks Communications and Conservation Teams, Rock Point, UVM
CL 3.3	Create an inventory of potential food forest spaces and conduct a feasibility study.		
CL 3.4	*See also in CS2.1 CONSERVE: Create network of pollinator-friendly and native plant gardens across the city.*	-	-

	High Priority	Quick Win	Implementation Timeframe	Related Actions
	YES	-	Long-term (6+ years)	CL3.2
	-	-	Mid-term (2-6 years)	CL3.1
	-	-	-	-

4

Way Ahead

Implementing the Open Space Plan will be a team effort. This chapter looks at opportunities to work together—and dream big!—for the future of our open spaces.

How can I contribute?

The Open Space Plan is a roadmap to guide the City of Burlington and its many partners and collaborators as they work together to invest in a thriving open space system for future generations.

While the City is the primary author of this document, and many of the actions will be led by the City, the City cannot implement this plan alone. It will require the investment of everyone in Burlington to make this plan a success. Below are Burlington's open space stewards and key actions that each group will need to champion.

Large Land Stewards

- Contribute to **monitoring of important restoration and wildlife indicators** including aggressive, introduced species, and water quality - *See Strategies CS 1.1, 1.6, 2.2, 2.4, and CL1.2*
- Help **expand public access to nature experiences** - *See Strategy EX 2.2*
- **Alleviate the impacts of climate change** by managing stormwater on-site, expanding tree canopy, and reducing impervious surfaces - *See Strategies CN 1.5 and CN 3.2*

Community Organizations

- **Expand access to food cultivation and pollinator-friendly and native gardens** throughout the city through advocacy and City partnerships - *See Strategies CL 3.1 and CS 2.1*
- **Join a consortium of like-minded organizations** and share resources and best practices - *See Strategy CN 2.1*
- **Participate in recurring summits and sustained communications** to strengthen collaboration and increase awareness of city and community initiatives. - *See Strategy CN 2.2*

Development Community

- Lean into **sustainable/ ecological nature-based approaches to development** - *See Strategy CN 4.3*
- **Contribute to the development of Green Design Standards** for new developments and redevelopments to ensure standards balance fiscal realities with aspirations for sustainable building - *See Strategy CN 4.1*

Governmental Partners

- Collaborate across agencies to **identify opportunities for nature-based solutions** in all city, county, and state projects - *See Strategy CS 1.6*
- **Engage seniors and youth** in expanding awareness of nature-based climate solutions - *See Strategy CN 1.2, CN 1.3, and CN 1.5*
- **Retain citywide Nature-based Climate Solutions positions** like the Land Steward and Nature-Based Climiate Solutions Field Coordinator

Homeowners with Yards

- Consult with the BLUE program to **add a rain garden or other green infrastructure** to absorb rainfall - *See Strategy CL 3.3*
- Consider replacing non-native plants with native lawn alternatives to **grow not mow** and contribute to a healthier lake, native ecology, and people! - *See Strategies CN 1.2 and CN 1.4*
- **Retain mature trees and plant new trees** to help grow the city's tree canopy and clean our air- *See Strategy CN 3.2 and CN 3.2*

Everybody!

- **Get out into your open spaces, trails, and forests** - *See Strategy EX 1.2, 2.1, and 2.2*
- Learn how to **responsibly forage for food** in forests and other open spaces - *See Strategy CL 3.2*
- **Volunteer** with the city or local community steward - *See Strategy EX 1.2*
- **Learn more about your open spaces** and **spread the word** to neighbors *See Strategy CS 2.4*
- **Participate** in processes to improve open spaces - *See Strategy EX 1.3*

Wild Ideas

Throughout the Open Space Plan process, Burlington residents, land stewards, and other stakeholders shared some out-of-the-box ideas to help guide future investment in and enjoyment of Burlington's open space network and urban wildlife.

Below are a few of Burlington's big ideas! Many of these are tactics or projects that align with the goals and strategies of the plan, and if the funding opportunities and community visions align - these ideas will go a long way in transforming Burlington into a nature-filled city.

Create Continuous Habitats

Green the tunnel under North Avenue to the Intervale

Create a wildlife bridge over Colchester Avenue

Create pollinator and insect habitat across public and private properties

Create a sound a barrier along Centennial Woods

Become a Foodie City

Encourage food production everywhere

Expand use of planters in the right-of-way to grow food

Go Big with Go Wild

Proactively work with large landowners to rewild open spaces

Rewild the Champlain Parkway

Grow native plants in yards and along roads

Create community toolsheds

Launch a yearly shared communications campaign in support of the big ideas

Launch a yearly communications plan

in support of the big ideas and the more practical, attainable things that people can do

Strategically plant trees

to mitigate the urban heat island effect

Comprehensive Plan Corner

As the City prepares to embark on a new comprehensive plan, there are a few recommendations within the Open Space Plan that will be important to carry forward into the future comprehensive planning.

CS 4.2 Adapt strategies for land acquisition for conservation for both public and private lands reflecting the priorities of the new open space plan and upcoming comprehensive plan.

EX 2.1 Expand "everyday" nature experiences across the city that give community members opportunities to experience green/natural spaces as part of daily routines and without driving.

Additional Considerations Improve multi-modal access to the Intervale in conjunction with existing plans; include adequate funding to ensure creation of critical access.

Advanced planning around the unhoused population on City-owned open spaces to ensure ecological integrity and public safety.

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: Open Space Plan – First Read

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	11/17/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/10/2025	Bill Ward
Mayor's Office informed and approved memo	Yes	11/12/2025	Erin Jacobsen
Board/Commission, if required	Yes	10/6/2025	Conservation Board, but also Parks and Planning Commissions
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/12/2025	Kimberlee Sturtevant
CAO has reviewed budget, financing, and memo	Yes	11/12/2025	Katherine Schad - memo
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Online link to the Plan
Draft Resolution or Motion?	Yes	In the memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Burlington Planning Commission
149 Church Street
Burlington, VT 05401
www.burlingtonvt.gov/cityplanning

Andy Montroll, Chair
Alex Friend, Vice Chair
Michael Gaughan
Erhard Mahnke
Ryan Nick
Erin Malone
Julia Randall

TO: Burlington City Council
FROM: Burlington Planning Commission
DATE: November 14, 2025
RE: Referring Open Space Plan for Adoption

The Planning Commission is pleased to refer the proposed Open Space Plan to the City Council for adoption following multiple reviews over the past several months. We acknowledge and greatly appreciate the work completed by staff through the Open Space Plan Working Group, as well as the great work done by the consultant team at Agency.

The Commission enthusiastically supports the strategies outlined in the Open Space Plan. However, in referring the Plan to City Council, Commissioners feel that, while the Plan is grounded in the ecological conditions of our open spaces, it does not fully acknowledge the current social challenges affecting both public and privately owned open spaces across Burlington today.

As is often discussed by both the Planning Commission and the City Council, Burlington is experiencing a variety of complex challenges, including those related to public health, community safety, and housing affordability. Over the last few years, these challenges have changed how many residents and visitors engage with or comfortably access our open spaces. The City's open land and parks are used by community members in a variety of ways, including our unhoused residents who often have limited or no alternatives or resources for housing and supportive services. Commissioners recognize that these issues are complex, hopefully time-limited, and extend beyond the scope of the Open Space Plan, and do not expect this document to provide solutions to our city's broader public health and community safety challenges. We are also hopeful that they will prove to be temporary within the context of a long-range plan.

The Commission supports the vision outlined in the Plan for Burlington as a nature-filled city where both people and ecosystems can thrive together. However, because this Plan serves as a roadmap toward that vision, it is important to acknowledge the current conditions and pressures affecting our open spaces. This includes the limited options for unhoused residents of Burlington, resulting in their need to find shelter in the City's natural areas, as well as the potential challenges this situation may pose in achieving the Plan's goals.

The Commission is working with staff to develop additional language reflecting this context, which will be available to the City Council following its first read of the Plan. These challenges will also be further discussed and addressed as part of the Citywide Comprehensive Plan, which is currently underway.

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Friday, October 31, 2025 10:15 AM
To: Lori Olberg
Subject: REMINDER: Statewide Dispatch Survey, Road Salt Contracts, November Events, and more

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

Overall, the municipalities in VLCT's Unemployment Insurance (UI) Trust will again enjoy lower rates and receive $100K in credits toward their 2026 contributions. Specific details will be sent near the Thanksgiving holiday.

Announcements & Updates

By 10/31: Take the Public Safety Communications & Dispatch Survey

Vermont's local governments are urged to share their input for establishing a statewide public safety communications system that is reliable, secure, and interoperable.

How Would Act 250's Draft Tier 3 Rules Affect Your Community?

Recent Act 250 changes will reduce its permitting in downtowns and village centers – Tier 1 – and increase its permitting in many critical natural resource areas – Tier 3. In any of four hybrid sessions this month, the public is invited to respond to Draft 2 of the Tier 3 Rules. Read Draft 2 soon.

PACIF Grant Applications Due By 10/31

Has your organization started but not finished an application? It needs to be submitted this week for consideration in 2025.

Apply for Vermont Wildland Fire Gear Grant by 11/3

This year's changes make it easier for fire departments in rural areas and rural communities to buy wildland firefighting gear and equipment.

Two Road Salt Contracts are Now Available Through the State

Take a look, even if your town didn't opt in. More contracts are in process.

Timely+Timeless Thoughts from Governor Scott to VLCT Members

The governor, addressing a standing-room-only VLCT crowd in South Burlington recently, explained "... how we talk to each other and how we treat each other truly matters. ... [W]e all have a role to play in tamping down the division and anger we're seeing far too often these days." See the entire text of this speech.

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Monday, November 3, 2025 5:17 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

You don't often get email from anr.enbadministrator@vermont.gov. Learn why this is important
[WARNING]: This email was sent from someone outside of the City of Burlington.

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

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

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

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Section 401 Water Quality Certification - General Permit	*Section 401 Water Quality Certification for the Proposed 2026 Nationwide Permits*	*2025-001-2026-Nationwide-Permits*		*Statewide*	*A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open.* *A public meeting with regard to this activity has been posted on the ENB. Please visit the ENB if you would like to review the meeting details and/or RSVP.*	*2025-11-03*	*Draft Decision - Public Comment Period*

Lori Olberg

From: VLCT Events & Trainings <info@vlct.org>
Sent: Tuesday, November 4, 2025 8:31 AM
To: Lori Olberg
Subject: November VLCT Training

FOR INFORMATION ONLY

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

November Training & Events

MON	TUE	WED	THU	FRI	SAT
11/3	**11/4**	**11/5** 10 - 11:30 AM **Delinquent Tax Collection**	**11/6**	**11/7**	**11/8** 8 AM - 4 PM **Short-Term Rental Retreat Hybrid**
11/10	**11/11** VLCT Office Closed	**11/12** 1 - 2 PM **Grants & Funding Chat: Community Development** 5:30 - 7:30 PM **Northeast Region Selectboard Meet-Up**	**11/13** 9 - 9:45 AM **Muni Morning: Communica-tion Tools for Building Community** 12 - 1 PM **Workplace Matters: Internal Communicat-ion Essentials**	**11/14** 10 - 11:30 AM **Public Records Requests and Law Enforcement - How to Respond Legally and Effectively**	**11/15**
11/17	**11/18**	**11/19** 10 - 11:30 AM **Where & How Act 250 Will Expand: Tier 3 and the Road Rule**	**11/20** 5:30 - 7:30 PM **Bennington County Selectboard Meet-Up**	**11/21**	**11/22**
11/24	**11/25**	**11/26**	**11/27**	**11/28**	**11/23**

'25 NOV 12 AM

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, November 11, 2025 2:31 PM
To: Lori Olberg
Subject: Insights on Budgeting, New Resources, Some New Act 250 Info, and more

FOR USE BY THIS ONLY

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

This new resource from VLCT's Municipal Operations Support team sheds very useful light on operations budgeting, borrowing, and capital budgeting.

Announcements & Updates

Thanks to DHCD for the Town Report Contest

We extend a big Thank You to the Vermont Department of Housing and Community Development for sponsoring the Town Report Contest – and to all the judges for the significant care and time they put into scoring every entry.

VLCT's Unemployment Insurance Trust Remains Steady and Reliable

The directors of the VLCT Employment Resource and Benefits Trust, aka the UI Trust, have lowered the overall rates and set the taxable wage base for 2026. They also approved returning $100,000 to UI Trust members as credits toward 2026 contributions.

State Has Posted *All* Road Salt Contracts for This Season

See the five new road salt contracts that are now available on the Vermont Department of Buildings and General Services (BGS) website.

New Resources

Best Practices for Committees to Work Effectively with Municipal Leaders

Explore tips for committees to build trust and coordinate effectively with local government leaders, align their work with local priorities and capacity, and implement plans.

Short-Term Rental Regulations Overview and Model Ordinance

This new model ordinance, with guidance, is from VLCT's Municipal Assistance Center attorneys.

Presentations from 11/8/25 Short-Term Rental Policy Retreat

These resources support a deeper understanding of Vermont law on short-term rental regulation and the statewide effects of short-term rentals.

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: *Councilors Barlow, Grant, Singh, Ordinance Committee*
Public Hearing Dates: _____
_____
First reading: _____
Referred to: _____
Rules suspended and placed in all stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

RAISING THE MANDATORY RETIREMENT AGE FOR CLASS A EMPLOYEES

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

That Chapter 24, Personnel, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Article II, Retirement System, Sections 24-14, Definitions; and 24-22, Retirement; benefits; as follows:

24-14 Definitions.

Unless a different meaning is plainly required by the context, the following words and phrases as used in this article shall have the following meanings:

* * *

Mandatory retirement age shall mean age sixty-three (63~~0~~) for Class A members.

* * *

24-22 Retirement; benefits.

(a) *As written.*

(b) Any Class A employee in service who attains age sixty-three (63~~0~~) shall be retired forthwith on a service retirement benefit; provided, that any official appointed for a definite term may remain in service until the end of the term.

(c) – (k) *As written*.

* Material stricken out deleted.
** Material underlined added.

JESSICA C. BROWN, ESQ.
City Attorney
KIMBERLEE J. STURTEVANT, ESQ.
ACA, Director of Litigation
HAYLEY I. McCLENAHAN, ESQ.
Assistant City Attorney
ERIK RAMAKRISHNAN, ESQ.
ACA, Director of Gen. Gov't
& Transactional Servs.
EMMETT WOOD, ESQ.
Assistant City Attorney

149 Church Street
Burlington, VT 05401-8489
Phone: (802) 865-7121
Fax: (802) 865-7123
TTY: (802) 865-7142

CITY OF BURLINGTON, VERMONT
OFFICE OF
THE CITY ATTORNEY
AND
CORPORATION COUNSEL

MEMO

TO: Burlington City Council
Mayor Mulvaney-Stanak
FR: Kimberlee Sturtevant as staff for the City Council Ordinance Committee
DT: November 14, 2025
RE: Ordinance Amendment for Class A Mandatory Retirement Age
****

Sec. 24-17 of the Code of Ordinances of the City of Burlington ("BCO") divides membership of the City of Burlington's retirement system into "Class A" and "Class B" employees, with "Class A" defined as including "[a]ny member who is a member of the police or fire department, not including secretarial, clerical or other employees not having the status of members". BCO Chapter 24, Article II, Retirement System, further establishes a mandatory retirement age of sixty (60) for Class A employees.

Raising this mandatory retirement age is broadly supported by relevant stakeholders, including the City Council and Mayor's Office, which continue to regularly support efforts to improve recruitment and retention at Burlington's public safety departments. Letters and emails have been received from a number of the stakeholders. While all of those who responded supported raising the threshold to 63, some did not support raising it further.

Joseph Corrow, then-President of the Burlington Police Officers Association, indicated that the BPOA supported moving the cap to 63, but did not support moving it higher due to safety concerns for the individual, their co-workers, and the public. Josh Kirtlink, President, Burlington Fire Fighters Association indicated support for raising the retirement age from 60 to 63, but also noted concerns for safety if the cap is raised higher. Michael Curtin, Chief, Burlington Fire Department, indicated that he would support 63 or 65 years old as the mandatory retirement age. Shawn Burke, Chief, Burlington Police Department indicated support for a cap of 65 years old, but noted he would also be okay with no cap at all.

In addition to seeking input from stakeholders, a valuation was also done for the Burlington Employees' Retirement System, which concluded that increasing the mandatory retirement age would actually decrease the employer contribution into the system.

Based upon the input received, after discussion of capping the retirement age at 63, 65, 67 or no cap, the City Council Ordinance Committee moved the ordinance as proposed, with the change of the cap from 60 to 63 years old, back to the full City Council for a second reading by a vote of 3 to 1.

Motion:
Waive the reading, adopt the ordinance amendment and authorize the Chief Administrative Officer, or their designee, to effectuate any changes to municipal retirement plan documents required by this amendment, with any related changes being subject to any necessary approval by the Board of Finance and City Council.

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at (802) 540-2505.

CITY OF BURLINGTON

ORDINANCE 5.16
Sponsor: *Councilors Barlow, Grant, Singh, Ordinance Committee*
Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

First reading: 09/29/25
Referred to: Ordinance Committee
Rules suspended and placed in all stages of passage: _____
Second reading: 11/17/25
Action: adopted as amended
Date: 11/17/25
Signed by Mayor: 11/18/25
Published: 11/26/25
Effective: 12/16/25

An Ordinance in Relation to

RAISING THE MANDATORY RETIREMENT AGE FOR CLASS A EMPLOYEES

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

That Chapter 24, Personnel, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Article II, Retirement System, Sections 24-14, Definitions; and 24-22, Retirement; benefits; as follows:

24-14 Definitions.

Unless a different meaning is plainly required by the context, the following words and phrases as used in this article shall have the following meanings:

* * *

Mandatory retirement age shall mean age sixty-three (63~~0~~) for Class A members.

* * *

24-22 Retirement; benefits.

(a) *As written.*

(b) Any Class A employee in service who attains age sixty-three (63~~0~~) shall be retired forthwith on a service retirement benefit; provided, that any official appointed for a definite term may remain in service until the end of the term.

(c) – (k) *As written.*

* Material stricken out deleted.
** Material underlined added.

ORIGINAL

AN ORDINANCE

IN RELATION TO

Raising The Mandatory Retirement Age for Class A Employees

Introduced by

Councilors Barlow, Grant, Singh, Ordinance Committee

Read in City Council first time

September 29 , 20 25 .

Attest, _____ , Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____ , 20 _____ .

Attest, _____ , Clerk.

Read in City Council second time

November 17 , 20 25 .

Attest, _____ , Clerk.

Passed in City Council at meeting held

November 17 , 20 25 .

Attest, _____ , Clerk.

Approved November 18 , 20 25

_____ , Mayor.

I, Katherine Schad , CAO _____ , City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for Wednesday day, namely the _____ day of November , 20 25 .

Adopted 11/17/25 Published 11/26/25 Effective 12/16/25

_____ CAO _____ /City Clerk

* * * * * * * *

Distribution

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

HR

Attest:

Lori Olberg
Council and Licensing Coordinator

* * * * * * * *

ELI-60

Entertainment License - Indoor

Status: Active

Submitted On: 11/12/2025

Primary Location

180 Flynn Avenue
Burlington, VT 05401

Owner

LJC INC / CO LCT COMPANY
C/O H SORRELL KING
STREET FERRY DOCK
BURLINGTON, VT 05401

Applicant

Citizen Cider
774-573-4539
nicole.pierce@citizencider.com
180 Flynn Avenue
Burlington, VT 05401

* New *

Establishment Information

Establishment Name (DBA) *

Citizen Cider

Establishment Street Address*

180 Flynn Avenue

Establishment City, State Zip*

Burlington, VT

Establishment Phone*

7745734539

Establishment Owner (Legal Name) *

Justin Heilenbach

Legal Owner Mailing Street Address*

180 Flynn Avenue

Legal Owner Mailing City, State Zip*

Burlington, VT

Contact Person Name*

Nicole Pierce

Contact Email Address*

nicole.pierce@citizencider.com

Contact Phone*

7745734539

Application Information

Occupant Load*

131

Number of Restrooms*

3

Number of Egresses*

2

Date of Last Fire Safety Inspection*

11/04/2025

Dancing by Patrons*

No

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☑

Live Vocal Music

☑

Jukebox / Boom Box / Ipad

☑

Disc Jockey

☑

Karaoke

☑

Floor/Stage Show Entertainment

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☑

Monday

☑

Tuesday

☑

Wednesday

☑

Thursday

☑

Friday

☑

Saturday

☑

Indoor Entertainment Hours

Sunday Start Time*

12:00 Noon

Sunday End Time*

10:00 PM

Monday Start Time*

12:00 Noon

Monday End Time*

10:00 PM

Tuesday Start Time*

12:00 Noon

Tuesday End Time*

10:00 PM

Wednesday Start Time*

12:00 Noon

Wednesday End Time*

10:00 PM

Thursday Start Time*

12:00 Noon

Thursday End Time*

10:00 PM

Friday Start Time*

12:00 Noon

Friday End Time*

10:00 PM

Saturday Start Time*

12:00 Noon

Saturday End Time*

10:00 PM

Changes or Corrections to your License Application

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

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Nicole Pierce
Nov 12, 2025

FY25 ANNUAL REPORT
CITY of BURLINGTON

All information available at: ccrpcvt.org/burlington

The **Chittenden County Regional Planning Commission (CCRPC)** is a political subdivision of the State created by the municipalities of Chittenden County in 1966 for the development of policies, plans and programs that address regional issues and opportunities in Chittenden County. The CCRPC also serves as the region's federally designated Metropolitan Planning Organization (MPO) and is responsible for transportation planning in Chittenden County in close collaboration with our municipalities, state and federal agencies, other partners, and the public.

The CCRPC is governed by a 29-member board consisting of one representative from each of the County's 19 municipalities, transportation representatives, and at-large members representing the interests of agriculture, environmental/conservation, business, and housing/socio-economic. CCRPC's vision is to be a pre-eminent, integrated regional organization that plans for healthy, vibrant communities, economic development, and efficient transportation of people and goods while improving the region's livability.

Learn more about CCRPC »

In **FY25**, the CCRPC invested about **$8.3 million** in:

The program leverages more than **$7.6 million** in Federal and State investment with $270,000 in municipal dues and another $320,000 in local match for specific projects—nearly a 13:1 return on local investment.

Specific activities the CCRPC is engaged in with **Burlington** and CCRPC's regional activities are discussed in the following sections of this report and at *ccrpcvt.org/burlington*.

FY25 BURLINGTON REPRESENTATIVES

CCRPC Board | Representative: *Andy Montroll* | Alternate: *Larry Lewack*

Transportation Advisory Committee | Rep: *Phillip Peterson* | Alt: *Julia Ursaki*

Planning Advisory Committee | Rep: *Charles Dillard*

Clean Water Advisory Committee | Rep: *Eleonore Walker*

Regional Emergency Management Committee | *Michael Curtain, Stephen Petit*

BURLINGTON ACTIVITIES

In FY25, the CCRPC provided assistance to Burlington on the following projects and initiatives:

- **PlanBTV: New North End:** The objective of this project is to establish a long-term vision for Burlington's New North End neighborhood, guiding future growth and infrastructure investments to create a vibrant, welcoming, accessible, and sustainable neighborhood. The project kicked off in the Fall with an open house at St. Mark's and engagement with the public and partners has continued. The consultant completed an existing conditions analysis; is working on visioning and focus-area planning; and is drafting concepts that promote housing and transportation connectivity within the neighborhoods, along the North Avenue corridor, and the Rt. 127 bike path. This project will continue into FY26. Total consultant budget: $256,520.
- **Main Street Scoping Study:** This study will evaluate alternatives for a continuous non-motorized facility linking the Burlington Greenway at the Waterfront to the new bicycle and pedestrian bridge (i.e., East West Crossing Project) connecting over I-89 to South Burlington's City Center. The study will also review signalized intersections along the corridor for associated improvements and specifically evaluate alternatives for the Jughandle intersection that connects Main Street (US 2) to East Avenue and Spear Street. This project was approved in FY25, and work will begin early in FY26. Total consultant budget: $150,000
- **VT 127 Shared Use Path Scoping & Feasibility Study:** This study examines the potential for a new shared use path connection between North Avenue and the VT 127 path in the general vicinity of the North Avenue Beaches interchange. The project is also exploring both the feasibility of widening the existing VT 127 path in the future and increasing path safety through enhanced separation from vehicles. This work will continue into FY26. Total consultant budget: $125,809
- **Shelburne St / Home Ave/Farrell St. Intersection Scoping:** This intersection scoping study developed and evaluated short- and medium-term alternatives to improve safety and efficiency for all modes of transportation and enhance the intersection to better serve as a gateway into Burlington. The final report was completed in December. Total consultant budget: $60,000.
- **Northern Waterfront Connectivity:** This project continues the recent investments in Burlington's northern waterfront by identifying opportunities and constraints for non-motorized transportation alternatives connecting Battery Street to the northern Waterfront. Conceptual plans and cost estimates for the identified alternatives were developed and the final report was completed in January. Total consultant budget: $30,000.
- **Cottage Grove, Stanbury Road, and Green Acres Drive Sidewalk Scoping:** This project evaluated the potential for constructing bike/pedestrian facilities on three streets within the New North End. The final report for this study was completed in February. Total consultant budget: $59,000.
- **PlanBTV Walk/Bike Safety Action Plan:** Burlington's PlanBTV Walk Bike Action Plan builds on the existing 2017 Plan BTV Walk Bike plan and is taking a deep dive into quantifiable safety (crash) data for pedestrians and bicyclists to identify the most impactful projects and initiatives that improve safety in the city. This safety action plan positions Burlington well to apply for future rounds of Safe Streets for All (SS4A) or other federal grants to implement the projects and fulfill the vision of a safer and inviting walkable and bikeable City. The Action Plan was approved by the City Council in June. Total consultant budget: $84,219.
- **Battery Street Corridor Study:** The CCRPC partnered with Burlington to conduct a corridor scoping study of Battery Street between Maple Street and Sherman Street. The study identified improvements to enhance and support all modes of transportation, adjacent parks, businesses, and establish the street as a gateway between the downtown, waterfront, and city neighborhoods. The final report was completed in April. Total consultant budget: $109,815.

- **Right-of-Way Condition Inventory Phase 4:** This project involves a multi-year effort to create a comprehensive condition inventory of the City's right-of-way, to determine the feasibility of implementing stormwater retrofits to treat and manage stormwater runoff from City streets. Inventory in Wards 1, 2, 3, 5, 6, and 8 have been completed. Testing for Wards 4 and 7 began in late FY24 and was completed in FY25. Consultant budget for FY25: $55,021.
- **Burlington Impact Fee Study – Revision & Expansion:** The CCRPC and the City worked with a consultant to update their transportation impact fees. In a separate but related effort the city is working with another consultant to update fees associated with fire, police, parks, libraries, and schools. CCRPC and City staff coordinated the two efforts as the work is closely related and builds off the same base assumptions of household and employment growth. The transportation impact fee work was completed and approved by City Council towards the end of FY25. The final report can be found here. Total consultant budget for this project: $54,000.
- **Barge Canal Rail Bridge Study:** This study will assess the feasibility of widening the existing rail bridge over the Barge Canal at the Burlington Rail Yard to accommodate additional sidings. The study is a collaborative effort between the City of Burlington, VTrans, Vermont Rail Systems, and CCRPC. Total consultant costs: $98,036.
- **Regional Energy Planning and Transportation Electrification Support:** CCRPC assisted Burlington with the Municipal Energy Resilience Program, including gathering utility data, answering questions, and scheduling and attending a building assessment. Additionally, CCRPC worked with City staff to discuss fleet electrification grant opportunities, progress and issues.
- **Chittenden County Brownfields Program:** This year, using funds from both the EPA and the Agency of Commerce and Community Development, the program provided funding to assess possible contamination issues in Burlington at 230-236 Main Street (Midtown Motel), 141-143 North Avenue, 99 Intervale Rd, and 168 Archibald Street.
- **Regional Plan and Act 181 Engagement:** CCRPC staff coordinated with the Burlington Planning Commission and staff on the engagement and development of the draft Regional Future Land Use map. Staff presented on the engagement and map to the CCRPC Long Range Planning Committee, the Burlington memo can be found here. The current draft Future Land Use map can be found here.
- **Byway Coordination:** Chittenden County includes eight of Lake Champlain Byway's 22 communities: Milton, Colchester, Winooski, Essex Junction, Burlington, South Burlington, Shelburne, and Charlotte. CCRPC staff maintained the Byway website including a helpful Interactive Map. Additionally, CCRPC submitted a National Scenic Byways Program Grant in partnership with VTrans and LCPC to support website updates and outreach materials.
- **Burlington Partnership for a Healthy Community (BPHC):** Staff updated BPHC's Story Map which provides information on healthy community design policy to prevent substance misuse and keep kids safe.
- **Technical Assistance**: CCRPC staff provided a variety of technical assistance to the city:
    - Continued to support the Burlington-Winooski Bridge project by participating in the study team, advisory committee, public meetings, and assisting with outreach to underrepresented communities.
    - Worked on the Initial Review for the City's Comprehensive Plan update.
    - Provided letters of support for the City's Bike-Ped grant and Transportation Alternatives grant applications.
    - Supported the Burlington/CHT/Pomerleau 3-acre Stormwater Permit project as it wrapped up by attending press events and providing data to the city.
    - Worked with City staff to finalize their annual All Hazards Mitigation monitoring report.

- In their role as the Clean Water Service Provider, CCRPC staff met with City staff and local partners to discuss potential non-regulatory phosphorus reduction water quality projects.

- **Traffic Counts:** 14 Automatic Traffic Counts and 3 Turning Movement Counts were conducted in Burlington this year. Traffic counts conducted in support of Burlington's Transportation projects and studies can be found here.
- **Pavement Condition Inventory:** CCRPC Staff and interns completed pavement condition inspections on 160 out of 495 (about 30%) paved road segments in the city and updated the current database.
- **Older Adults and Persons with Disabilities (O&D) Transportation Program:** The Chittenden County O&D Transportation Program supports community members through affordable transportation to medical appointments, access to fresh food at the grocery store, and social visits. In FY25, 2,847 trips were provided to Burlington residents as part of this program.

FY2026 CCRPC WORK PROGRAM

Project Name	Brief Description	Total Budget
Burlington Transportation Plan	This project will be a multi-year effort to comprehensively assess Burlington's transportation needs, culminating in the transportation element of the city's Comprehensive Plan. The analysis will evaluate the roadway network, traffic capacity, intersection configurations, transit needs, connectivity to parks, and mode share. Outcomes include specific goals and strategies to implement Burlington's preferred scenario, three consultant-led pilot projects, and a robust data collection and evaluation framework.	$300,000
Battery Street Interim Solutions Technical Assistance	The Battery Street Corridor Scoping Study identified key areas for improvement, particularly focusing on separated bike lane facilities and lane reduction on Battery Street. This project will address technical challenges at intersections to reconfigure Battery Street within the existing curb-to-curb width using the traffic configuration from the Battery Street Scoping Study's preferred alternative. The purpose of this project is to support interim and short-term solutions on Battery Street.	CCRPC Staff Assistance Only

BURLINGTON PROJECTS IN THE TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

The TIP is a prioritized, multi-year list of transportation projects in Chittenden County. To receive federal funds, each transportation project, program, or operation must be authorized through CCRPC approval of the TIP. Burlington projects included in the TIP are listed below. These projects are also included in the Vermont Agency of Transportation Capital Program.

- **Calahan Sidepath**: 2022 Transportation Alternatives Grant ($286,400) to construct 700 feet of path along the north side of Locust Street.
- **Champlain Parkway**: $80 million project currently under construction.
- **Colchester Avenue/ Riverside Avenue/Barrett Street/Mill Street Improvements:** $8 million intersection upgrade project to be coordinated with the Winooski River Bridge project. Construction is expected to begin in 2027.
- **Colchester Avenue/ Prospect Street Intersection Improvements:** New regionally driven project added to the VTrans Capital Program in 2022. Project schedule to be determined.

- **Intervale Road Rail Crossing Improvements**: $1.8 million to improve the rail crossing on Intervale Road. Construction scheduled to begin in 2027.
- **Intervale Road Shared Use Path:** 2021 VTrans Bicycle & Pedestrian Program award of $1.162 million for a shared use path on Intervale Road from Riverside Avenue to the Intervale Center.
- **Lake Street Sidewalk and Stormwater Management**: 2021 Transportation Alternatives award of $300,000 for a 150-foot long, 12-foot-wide shared use path on the north side of Lake Street.
- **Queen City Park Road Sidepath**: 2022 VTrans Bicycle and Pedestrian Program award for $828,000 to construct a path along Queen City Park Road between Central Avenue and Austin Drive.
- **Railyard Enterprise Project:** $15 million for multi-modal transportation infrastructure improvements between the Pine Street corridor and the Burlington Waterfront South. Funding schedule to be determined.
- **Reconnecting Downtown Burlington --Church Street Side Streets – Cherry Street**: Burlington received $12 million in Congressionally Directed Funding to make a generational investment in Cherry Street to increase pedestrian access to the Church Street Marketplace.
- **Reconnecting Downtown Burlington**: 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant ($22,384,000) to fund final design and construction activities to rebuild Bank Street, Cherry Street, and sections of Pine Street and St Paul Street.
- **Rose/Cedar Street Pedestrian and Stormwater Improvements**: 2025 Transportation Alternatives award of $600,000.

RLEGIONAL ACTIVITIES

- **2026 ECOS Regional Plan Implementation and Update:** The 2018 Chittenden County ECOS Plan (Environment; Community; Opportunity; Sustainability) is the regional plan for Chittenden County and combines the Regional Plan, the Metropolitan Transportation Plan, and the Comprehensive Economic Development Strategy into one. Staff led 140+ engagement events in all 19 municipalities to inform the plan's Future Land Use map (as directed in Act 181) and supported municipalities choosing whether to opt in to Tier 1B (partial Act 250 exemption). CCRPC also developed and released municipal Housing Targets in March 2025. The ECOS Future Land Use map engagement efforts, findings, and most recent draft map can be found on our website. The 2026 Chittenden County ECOS Plan will continue through the adoption process in FY26, with CCRPC board adoption anticipated in spring 2026. The plan will then be submitted to the State Land Use Review Board for final review and approval in summer 2026.
- **Community Engagement**: The CCRPC continued to build organizational capacity to address inequities in our communities through the following actions:
    - Collaboratively developed and implemented organizational Core Values and Code of Conduct for CCRPC Staff, Committees and Board Members.
    - Supported and facilitated the Community Engagement Advisory Committee (CEAC) and integrated the Committee into engagement efforts for the ECOS Plan update.
    - Strengthened relationships and partnerships and forged new ones with organizations, grassroots organizers, and individuals working with marginalized communities.
    - Organized and hosted a training for Regional Planning Commission staff with the Vermont Commission on Native American Affairs (VCNAA) on the history of Vermont's indigenous communities and ways to begin to build relationships with indigenous partners throughout the State.
    - Developed a searchable public database of Community Engagement Efforts in Chittenden County to reduce engagement redundancy and community fatigue.
    - Conducted a state-required analysis of the distribution of environmental benefits and burdens in Chittenden County and mapped CCRPC's Work Program to support more equitable distribution

moving forward.

- **Housing:** CCRPC organized two Regional Housing Convenings to facilitate peer exchanges on housing tools, sponsored National Fair Housing Month events in partnership with CVOEO, and assisted communities with implementing the HOME Act (S.100/Act 47). Work also continued on the Building Homes Together 2.0 campaign, which launched in fall 2021 with the goal of building 1,000 homes per year by 2025 for people of all incomes, including 25% affordable homes. In 2023, 720 homes were built; 125 were affordable.
- **Regional Energy Planning**: CCRPC provided updated Municipal Energy Data Guides and Maps for each municipality. This data is needed to conform to the State's enhanced energy planning standards. Under the Climate Pollution Reduction Grant, CCRPC also helped create or update municipal enhanced energy plans.
- **Regional Energy Implementation:** CCRPC provided technical support to municipalities for the state-wide Municipal Energy Resilience Program for municipal buildings and other energy and climate-related grant and incentive programs. CCRPC coordinated with the Climate Action Office, the Public Service Department, Efficiency Vermont, Vermont Gas Systems, the Vermont Bond Bank, and other partners on programs and funding opportunities for municipalities.
- **Public Transportation Planning:** The CCRPC remains engaged with Green Mountain Transit (GMT) on a wide variety of public transit planning projects and initiatives. During FY25, the CCRPC provided $600,000 to GMT for transit planning in Chittenden County. CCRPC and GMT also coordinated with VTrans and several municipalities to initiate a Regional Transit Signal Priority (TSP) feasibility study that will pilot TSP technology on a transit priority route: Dorset Street between Williston Road and Garden Street in South Burlington.
- **Northwest VT Transit Oriented Development (TOD):** Beginning in FY23, the CCRPC has been working on a federal RAISE grant to analyze real estate market demand and develop comprehensive plans for transit-oriented development for 10 communities across five-counties in Northwest Vermont. The $2.1 million grant will also support planning to assess how to enhance public transit services in these communities. In FY25, the CCRPC finalized the Real Estate Market Demand Analysis; began work on community master planning and municipal zoning updates for the 10 participating communities; and issued an RFP and selected a consultant for the Transit, Finance and Governance tasks. This project is expected to be completed in June 2026.
- **Transportation Demand Management (TDM)**: CCRPC continued work on a Regional Transportation Options Plan to assess the feasibility of transportation demand management (TDM) options, and advance recommendations of both the 2023 Metropolitan Transportation Plan (MTP) and the Chittenden County I-89 2050 Study. CCRPC staff participated in CATMA's 3rd Annual Transportation Summit and their Transportation Coordinator (TC) Network events.
- **Walk/Bike Planning**: CCRPC staff collaborated with CATMA and local municipalities to re-envision the regional bikeshare program after the previous vendor, Bird, discontinued service over the winter. The CCRPC also provided bike/ped-related technical assistance to municipalities and businesses, assisted municipalities with bike/ped grants and UPWP applications, managed bike/ped-related UPWP projects, and conducted bike/ped counts on paths, designated bike lanes, and other roadways.
- **Clean Water**: The CCRPC continued to host the Clean Water Advisory Committee and the MS-4 Sub-Committee. CCRPC staff continued to serve on the Lake Champlain Sea Grant Program Advisory Committee. The CCRPC managed education and outreach programs such as the Rethink Runoff on behalf of our MS-4 municipalities. As Clean Water Service Provider (CWSP) for the Northern Lake Champlain Direct Drainages (Basin 5), CCRPC worked with its Basin 5 Water Quality Council (BWQC) to oversee the development and implementation of non-regulatory water quality improvement projects that reduce phosphorus loading into these streams and Lake Champlain.

- **Emergency Management**: CCRPC continued to staff the Regional Emergency Management Committee (REMC), a group that coordinates and supports regional all-hazard emergency planning and preparedness activities to improve the region's ability to prepare for, respond to, and recover from all disasters. CCRPC staff participate in a wide array of emergency management-related workshops and exercises to support our role in the State Emergency Operations Center (SEOC) when called upon. The CCRPC served as the local liaison between municipalities and the state to collect damage assessment information after significant storm events, helped with emergency preparedness for hazardous materials incidents, and collected information from each municipality on annual implementation of hazard mitigation activities.
- **Municipal Roads General Permit (MRGP) Compliance and Water Quality Planning Assistance:** CCRPC staff continued to assist Chittenden County municipalities to meet their MRGP obligations. This includes evaluating segments through Road Erosion Inventories (REIs), tracking and documenting upgraded segments and outlets, and reporting to DEC. Staff also assist municipalities with the State's Grants in Aid (GIA) program, which allocates funding to participating towns for stormwater improvements related to the MRGP. In FY25,14 Chittenden County municipalities signed up to participate in the GIA program with awards totaling $234,000.
- **Traffic Alert Program:** CCRPC compiled and sent out 48 traffic alerts about activities impacting traffic in Chittenden County during FY25.
- **VT Culverts:** The VT Culverts website can be used to view a town's bridges and culverts on a map or chart based on condition or inventory date. CCRPC is one of two RPCs that manage the website. VT Culverts continues to gain traction in our region and throughout the state. At the end of June, six municipalities actively used VT Culverts to inventory town-maintained bridges and culverts.
- **Chittenden County Communications Union District (CCCUD):** CCRPC assisted the CCCUD as they explored opportunities to provide high-speed internet access to under- or unserved addresses in their 8-municipality district. The CCCUD received proposals from internet service providers to form a public/private partnership to provide broadband service to all the unserved and underserved locations in the district (~500+ locations). In the fall, the CCCUD applied for and was awarded $2.1M in Construction Grant funds from the Vermont Community Broadband Board (VCBB). The CCCUD then finalized a contract with Consolidated Communications, Inc. (CCI) to accomplish phase 1 (~100+ locations) of this work. The CCCUD anticipates service will be available for all phase 1 customers by the end of 2025.
- **Older Adults and Persons with Disabilities (O&D) Transportation Program:** The Chittenden County O&D Transportation Program supports community members through affordable transportation to medical appointments, access to fresh food at the grocery store, and social visits. In FY25, the O&D Committee held four meetings to discuss program funding, volunteer driver outreach and opportunities to involve more mobility partners in O&D transportation planning.
- **Chittenden County Brownfields Program:** The Brownfields Program aids property owners, potential developers, and municipalities with investigating environmental issues prior to potential property redevelopment. In FY25, CCRPC was awarded a $1 million EPA grant to implement a Brownfields Revolving Loan Fund (RLF) that will aid municipalities and property owners with conducting environmental clean-up of contaminated properties. Additionally, using three different grants from both the EPA and ACCD totaling nearly $750,000, CCRPC and its pool of eight Qualified Environmental Professional firms provided environmental assessment and cleanup planning services for 17 project sites in 10 municipalities across the county.
- **Exit 14 Scoping Study:** The CCRPC, in collaboration with VTrans, the Cities of South Burlington and Burlington, and other partners initiated a scoping study to evaluate alternatives to improve safety, connectivity, and operational efficiency for all users of the Exit 14 Interchange area. The study will recommend short-, medium-, and long-term improvements to address multimodal issues at the interchange area.

- **Regional Transportation Safety Action Plan:** The CCRPC is developing a comprehensive Regional Safety Action Plan (RSAP) for Chittenden County. The RSAP will provide a data-driven, proactive and integrated approach to enhance regional roadway safety by identifying innovative and proven safety solutions to reduce the number of fatal and serious injury crashes for all road users. This ready-to-implement RSAP will meet all the requirements of a safety action plan required by the USDOT Safe Streets for All (SS4A) grant program and enable the CCRPC and member municipalities to apply for implementation funding.

For further information about the CCRPC, please visit https://www.ccrpcvt.org/ or contact CCRPC Executive Director, Charlie Baker: cbaker@ccrpcvt.org.

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER CHANGE RE: ESTABLISHMENT OF THE OFFICE OF RACIAL EQUITY, INCLUSION, AND BELONGING

RESOLUTION_____
Sponsor(s): Charter Change Committee
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

That WHEREAS, the City of Burlington is committed to advancing racial equity, inclusion, and belonging as foundational principles in municipal governance and community life; and

WHEREAS, the City recognizes the importance of establishing a permanent Office of Racial Equity, Inclusion, and Belonging ("REIB") to lead, coordinate, and advance this work across all departments; and

WHEREAS, the REIB Office plays a critical role in developing strategies, advising policy, and building inclusive community engagement processes that foster equity and belonging for all Burlington constituents; and

WHEREAS, the formal creation of this office within the City Charter will strengthen accountability, sustainability, and institutional commitment to this work;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the following amendment to the City Charter and requests that the Mayor warn the following question and place it on the ballot for the Annual City Meeting to be held on March 3, 2026, and that the City Clerk set public hearings on this question in accordance with § 303 of the City Charter and 17 V.S.A. § 2645:

"Shall the Charter of the City of Burlington, Acts of 1948, No. 298, as amended, be further amended as follows?":

§ 374 Enumerated:

Office of Racial Equity, Inclusion, and Belonging

(a) The City of Burlington shall form an Office of Racial Equity, Inclusion, and Belonging ("REIB") and establish a Director of Racial Equity, Inclusion, and Belonging.
(b) The REIB Director role shall be a permanent position in the City, selected and hired in accordance with City of Burlington Human Resources policies and procedures, and shall report directly to the Mayor.
(c) The REIB Office shall be under the supervision, direction, and control of the Director, subject to the orders and ordinances of the City Council.
(d) The Office of Racial Equity, Inclusion, and Belonging administrative officer shall have all of the powers, duties, and responsibilities as are provided in the Racial Equity, Inclusion, and Belonging Director position description.

(e) Subject to the orders and ordinances of the City Council, the Mayor and REIB Director shall develop and implement a comprehensive racial equity, inclusion, and belonging strategy for the City of Burlington.

(f) In furtherance of this work, the REIB Director shall, subject to the orders and ordinances of the City Council, have the following rights, powers, and duties, and implement such alongside all City departments:

- To work on behalf of the City to advance equity and social justice by championing diversity, inclusion, belonging, and anti-racism.
- To develop, coordinate, implement, and administer racial equity and inclusion strategies and projects for the City.
- To provide consultation and recommend to City departments, the Mayor's Office, and City Council policy and program changes to better advance racial equity and inclusion in the City.
- To enhance representation in City government through decision-making bodies, community engagement initiatives, and policy development processes for folks who hold underserved community identities.
- To coordinate and facilitate constituent engagement in the City that encourages inclusive spaces for engagement with City government.

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER CHANGE RE: ESTABLISHMENT OF THE OFFICE OF RACIAL EQUITY, INCLUSION, AND BELONGING

RESOLUTION 6.3
Sponsor(s): Charter Change Committee
Introduced: 11/17/25
Referred to: _____

Action: adopted
Date: 11/17/25
Signed by Mayor: 11/18/25

CITY OF BURLINGTON

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

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

That WHEREAS, the City of Burlington is committed to advancing racial equity, inclusion, and belonging as foundational principles in municipal governance and community life; and

WHEREAS, the City recognizes the importance of establishing a permanent Office of Racial Equity, Inclusion, and Belonging ("REIB") to lead, coordinate, and advance this work across all departments; and

WHEREAS, the REIB Office plays a critical role in developing strategies, advising policy, and building inclusive community engagement processes that foster equity and belonging for all Burlington constituents; and

WHEREAS, the formal creation of this office within the City Charter will strengthen accountability, sustainability, and institutional commitment to this work;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the following amendment to the City Charter and requests that the Mayor warn the following question and place it on the ballot for the Annual City Meeting to be held on March 3, 2026, and that the City Clerk set public hearings on this question in accordance with § 303 of the City Charter and 17 V.S.A. § 2645:

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(a) The City of Burlington shall form an Office of Racial Equity, Inclusion, and Belonging ("REIB") and establish a Director of Racial Equity, Inclusion, and Belonging.
(b) The REIB Director role shall be a permanent position in the City, selected and hired in accordance with City of Burlington Human Resources policies and procedures, and shall report directly to the Mayor.
(c) The REIB Office shall be under the supervision, direction, and control of the Director, subject to the orders and ordinances of the City Council.
(d) The Office of Racial Equity, Inclusion, and Belonging administrative officer shall have all of the powers, duties, and responsibilities as are provided in the Racial Equity, Inclusion, and Belonging Director position description.

* * * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

RESOLUTION RELATING TO

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.....

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Adopted by the City Council

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

..... Clerk

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

Attest:

..... Mayor

Vol. ..... Page .....

* * * * * * * * * * * * * *

(e) Subject to the orders and ordinances of the City Council, the Mayor and REIB Director shall develop and implement a comprehensive racial equity, inclusion, and belonging strategy for the City of Burlington.

(f) In furtherance of this work, the REIB Director shall, subject to the orders and ordinances of the City Council, have the following rights, powers, and duties, and implement such alongside all City departments:

- To work on behalf of the City to advance equity and social justice by championing diversity, inclusion, belonging, and anti-racism.
- To develop, coordinate, implement, and administer racial equity and inclusion strategies and projects for the City.
- To provide consultation and recommend to City departments, the Mayor's Office, and City Council policy and program changes to better advance racial equity and inclusion in the City.
- To enhance representation in City government through decision-making bodies, community engagement initiatives, and policy development processes for folks who hold underserved community identities.
- To coordinate and facilitate constituent engagement in the City that encourages inclusive spaces for engagement with City government.

* * * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

RESOLUTION RELATING TO

March 3, 2026 Annual City Meeting -- Charter Change Re: Establishment of The Office of Racial Equity, Inclusion, and Belonging

Adopted by the City Council

November 17, 2025

Clerk

Approved November 18, 2025

Attest:

Mayor

Vol. ..... Page .....

* * * * * * * * * * * * * *

18-16 Inspection required.

The enforcement officer or their delegate shall make inspections of rental units within the city, including hotel and motel rooms which are regularly let to the same tenant(s) for a period of thirty (30) days or more, for the purpose of determining whether a violation of this chapter exists.

Excluded from periodic inspection shall be all owner-occupied dwellings containing one (1) or two (2) rooms which are rented out for compensation and partial unit short term rentals. Also excluded from inspection are university and college dormitories that conduct regular, comprehensive inspection programs and annually certify compliance with the minimum housing standards ordinance to the enforcement agency. Inspections of dwellings and dwelling units other than those that are subject to periodic inspections, or of hospital rooms, hotel and motel rooms or dormitories not subject to periodic inspections as provided for in this section, shall be made only upon complaint or upon request of the owner thereof.

All records, including inspection reports, records of complaints received and investigated, and plans for inspections of rental units, shall be available for public inspection.

(Ord. of 4-12-93; Ord. of 9-11-00; Ord. of 6-27-22)

University of Vermont

FACILITIES MANAGEMENT

February 7, 2025

Bill Ward
Director of Permitting and Inspections
City of Burlington
645 Pine Street
Burlington, VT 05401

Mr. Ward,

The University of Vermont has developed and implemented a comprehensive portfolio of inspection programs, as well as robust processes, procedures and staffing in support of providing safe, efficient, maintained, comfortable and beautiful spaces at UVM where people can feel inspired to learn, teach, research, work, live, and play. Below is a summary of the relevant services provided at the University:

The **Division of Safety & Compliance** includes the university Fire Marshall, as well as the departments for Environmental Health & Safety, Risk Management, and Compliance Services. A wide variety of regular inspections are performed by this division, including identifying, evaluating, and mitigating risks and liabilities across campus.

The **Facilities Management** (FM) team includes the following:

- The Physical Plant team that keeps building, mechanical and utilities systems in good repair and responds quickly to the 24/7/365 maintenance needs of the campus community.
    - The Life Safety crew in Physical Plant is responsible for the maintenance, repair, testing, and inspections of all fire protection and life safety equipment in all campus buildings, including of course all residence halls. Fire alarms and sprinklers in our buildings are tested annually.
    - The Building Controls Specialists (CSP) team is responsible for maintaining, operating, and upgrading the central building controls systems which monitor air handling units, temperature gauges and various alarms throughout campus. The team monitors about 100,000 networked system "points" located throughout campus buildings.

- The University Engineering team manages major and minor projects related to campus utility systems. This includes all mechanical and electrical aspects of systems, and completing energy and master utility planning.
- The Planning, Design and Construction team is responsible for the development of the University's built assets from initial design to construction administration and project management through occupancy. All new buildings and major renovations are designed to the current building codes at the time of the project development.
- Other Highlights:
    - Planon is UVM's enterprise-wide Integrated Work Management Software (IWMS). This software allows students, faculty, and staff to report issues campus-wide, and tracks the behind-the-scenes efforts to remedy issues in a timely manner. The software also includes scheduling of planned/ preventive maintenance and record-keeping.
    - Building Condition Assessments are performed by various teams within FM and across campus on a regular basis.

These efforts ensure the health and safety of the students living in our 36 residential buildings, address issues on a timely basis, and align with the goals of the minimum housing standards ordinance. However, there are limitations on what the City of Burlington can regulate with respect to the University of Vermont. The minimum housing standards are outside of the scope for what can be regulated by the municipality and certification of every aspect of these standards would interfere with the intended functional use of the institution and place an exceptional and undue burden on the University.

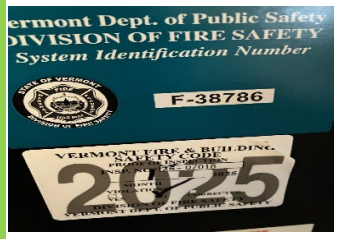
We would be happy to meet if that would be helpful.

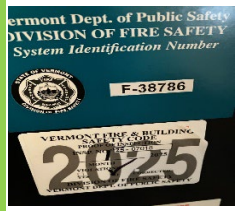
Thanks,

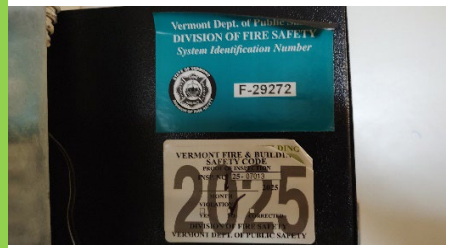
Amanda Clayton, PE
Executive Director of Facilities Management
University of Vermont
Marsh Hall | Room 012
31 Spear Street | Burlington, VT 05405
Office: (802) 656-1079 | Amanda.Clayton@uvm.edu

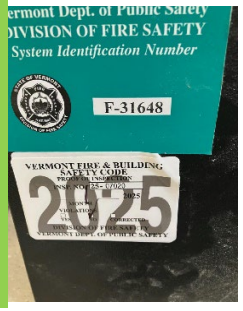
Bldg Name	Address	FD insp#	W/O #	W/O Category	Violation	Completed date	Notes
South House	363 S WILLARD ST	2025-0000009	193764	Electrical	Service EXIT sign 2-7 on the second floor.	3/14/2025	Sent to Chris 3/27/25
			193768	Electrical	Service the emergency lights: 3-7 on the third-floor main stairwell	3/14/2025	
			193769	Electrical	Service the emergency lights:2-6 on the second floor.	3/14/2025	
			193771	Tony	Send a photo of the new 2025 FACP inspection sticker or have FA company email the Fire Marshal Office the annual test and inspection reports.	1/20/25	TQP Sent
371 MAIN ST	371 MAIN ST	2025-0000010	193774	Electrical	Add a proper electrical box cover to the live wires in the partially enclosed electrical box in the IT room in the basement.		
			193775	Tony	Send a photo of the new FACP inspection sticker or have the FA technician email the annual test and inspection report to the Fire Marshal Office	1/20/25	TQP Sent
			193777	Electrical	A detector needs to be properly mounted on the ceiling in the basement IT room. (nail-on octagon box is not nailed to anything, just stuffed into a round hole in ceiling strapping)		
			193781	Fire Extinguisher	Mount and inspect or remove the fire extinguisher on the stairs leading to the basement.(extinguisher is uninspected and sitting on the top stair of the south cellar stairs)	1/10/24	

			193782	Tony	Send a photo of the new Guardian inspection sticker or have the technician send over a test and inspection report to the Fire Marshal Office.	2/28/25		
158 S WILLARD ST	158 S WILLARD ST	2025-0000011	193783	Tony	Send a photo of the new FACP inspection sticker or have the FA technician email the Fire Marshal Office a copy of the annual test and inspection report.	1/20/25		TQP Sent
			193802	Sprinkler	A sprinkler head in the kitchen is missing the escutcheon plate.			
56 SUMMIT ST	56 SUMMIT ST	2025-0000012	193784	Doors	Add an interior handle to the basement exterior door. (steel door leading from basement to bulkhead needs some sort of handle with which to pull the door open. Could just be a simple "D" handle.	1/10/25		
			193785	Tony	Send a photo of the 2025 FACP inspection sticker or have the FA technician email the Fire Marshal Office a copy of the annual test and inspection report.	1/20/25		TQP Sent
			193786	Electrical	Mount pull station properly in the basement near the exterior door.			
			193803	Carpentry	The electrical room next to the laundry room has a shelf that is supported by a pipe supported on the Master Radio Call Box. Remove this stress to the MRCB			

			193787	Tony	Send a photo of the new 2025 Guardian inspection sticker or have the technician email a copy of the test and inspection report to the Fire Marshal Office.	2/28/25	
Schillhammer	109 SUMMIT ST	2025-0000014	193720	Ceiling tiles	Replace the missing ceiling tiles in the basement utility room. (most look just to be slid out of place)		
North House	44 S WILLARD ST	2025-0000015	193804	Moving	Remove the grate which is a trip hazard on the street side top floor fire escape		
			193792	Electrical	Properly cover and mount the electrical box in the basement.(Appears to be partially screwed to a 4X4 post)	3/21/25	
			193794	Electrical	Service the second-floor emergency light 2-4.	3/21/25	
			193795	Tony	Send a photo of the 2025 FACP inspection sticker or have the fire alarm technician email the Fire Marshal Office a copy of the annual test and inspection report.	1/20/25	TQP Sent
			193797	Tony	No violation, but send latest Guardian inspection photo.	2/28/25	
Boardman Hall	381 MAIN ST	2025-0000018	193805	Electrical	Service the EXIT light S1 Stair 1		

			193806	Electrical	East side of the garage emergency light needs service. (older lighting system on back side of elevator tower)			
			193807	Tony	Send a photo of the 2025 FACP inspection sticker or have the FA technician email a copy of the annual test and inspection report to the Fire Marshal Office.	1/20/25	TQP Sent	
			193808	Ceiling Tiles	Replace the missing ceiling tile by room 203.	1/10/25		
			193810	Grounds	Clean out the fresh air vents on the east side of the parking garage. Venting is covered in leaves and debris (grate above bike rack in back of garage)	1/16/25		
			193811	Tony	Send a photo of the new Guardian inspection sticker or have the technician email the Fire Marshal Office a copy of the test and inspection report.	2/28/25		
Sanders Hall	368 COLLEGE ST	2025-0000030	193812	Electrical	Service the emergency light 2-7. Note: two emergency lights in the same area are labeled as 2-7.			
			193814	Sprinkler	Replace the missing sprinkler head escutcheon plate on the ceiling near room 004.			
Juniper Hall	197 S WILLARD ST	2025-0000033	193816	Electrical	Repair the test button on the emergency light on the first floor of the stairwell.			

			193818	Tony	Fire alarm System inspection is due at the end of January 2025. Send new inspection tag photo.	1/20/25	
				Tony	Records show that the sprinkler system is due for inspection at the end of January 2025. Check tags and/or call Kyle to see if it was just missed.		
			193819	Mike	The dryer vent was noted as being disconnected during the 2024 inspection and it is still disconnected in 2025	2/18/25	
			193820	Tony	This Guardian system like the others is due for inspection in January 2025. Submit the inspection reports or photos of the inspection stickers when they are all completed.	2/28/25	
Adirondack	324 MAPLE ST	2025-0000034	193821	Doors	The mag lock arm on the fire door by room 103 is broken. This mag lock was noted on the 2024 inspection. Have this corrected during the annual test and inspection of the fire alarm system.(The door-side portion of the mag holder is missing that flat piece that mates to the magnet on the baseboard)	1/29/25	TQP Sent
			193825	Tony	Fire alarm System is due for its annual test and inspection. Forward the inspection report or a photo of the inspection sticker.	1/20/25	

Butler Hall	316 MAPLE ST	2025-0000002	193843	Electrical	The recessed can emergency light requires a new bulb in stair 2 level 3.		
			193845	Tony	Fire alarm System is due for inspection at the end of the month of January 2025.	1/20/25	
			193846	Tony	Guardian System is being inspected. Forward a photo of the new inspection sticker or the inspection report.	2/28/25	
Valcour Hall	332 MAPLE ST	2025-0000036	194470	Electrical	Service the can and long wall emergency lights in stair #1 floor #2.		
			194471	Tony	Annual inspection of fire alarm is due at the end of the month. Please forward a photo of the new inspection sticker or a copy of the annual test and inspection report.	1/20/25	TQP Sent
McDonald Hall	225 S WILLARD ST	2025-0000037	194478	Doors	The door magnetic holder on the door by laundry room 008 is not working	1/30/25	
Whiting Hall	203 S WILLARD ST	2025-0000039	194479	Electrical	Remove the storage by 003 to open up the egress path or remove the EXIT sign and redirect the egress around this area. (Jason, see me on this one. I think it's easier to move the exit sign than keep them from storing stuff there. Tony	3/14/25	

			194480	Electrical	Service the emergency light by room 004.	3/14/25	TQP Sent
			194481	Tony	Annual fire alarm test and inspection is due at the end of January.	1/20/25	
			194482	Darrin	Service the fire extinguisher by room #205. The gauge is in the red and therefore the cylinder is not pressurized.	3/17/25	
Bader Hall	232 S WILLARD ST	2025-0000005	194487	Electrical	Service the emergency lights 1-3 and 2-4 as both fixtures have only one out of two bulbs operational.		
			194489	Tony	Fire alarm annual test and inspection report due at the end of January.	1/20/25	TQP Sent
			194490	Darrin	Sprinkler cover painted and sealed in place, by restroom 106.		
Hill Hall	227 S WILLARD ST	2025-0000004	194497	Tony	Fire alarm annual test and inspection is due at the end of the month	1/20/25	TQP Sent
			194498	Darrin	Corrosion on vent pipe in the boiler room.		
Lyman Hall	237 S WILLARD ST	2025-0000003	194533	Tony	Annual test and inspection is due at the end of January	1/20/25	TQP Sent
Cushing Hall	246 S WILLARD ST	2025-0000040	194535	Tony	Fire alarm annual test and inspection is overdue.	1/20/25	TQP Sent
			194536	Darrin	Storage in the hall is blocking the pull station by room #006. Reduce the storage in the IT room as the piles of items are blocking wall horn/strobes and too close to sprinkler heads.	2/18/25	

			194539	Ceiling tiles	Replace the missing ceiling tiles in room #'s 005 and 001.	1/14/25	
Jensen Hall	301 S WILLARD ST	2025-0000008	194540	Moving	Pull station near room #006 is obstructed by bed frames stored in the hall.	1/15/25	
			194541	Electrical	Service the EXIT sign on the first floor North Stair.	3/4/25	
			194543	Tony	The annual test and inspection of the fire alarm system is overdue.	1/20/25	TQP Sent
			194545	Electrical	Mount the detector in the sprinkler room.		
			194552	Darrin	When the sprinkler company is completing the annual inspection or sooner have them evaluate the sprinkler room. May need to change the pendant sprinkler heads and change them to overhead sprinkler heads as there is no longer a ceiling.		
			194553	Ceiling Tiles	Replace the missing ceiling tile in room #104.	1/15/25	
Pearl Hall	258 S WILLARD ST	2025-0000041	194554	Tony	Fire alarm annual test and inspection is required at the end of January.	1/20/25	TQP Sent
			194556	Mike	Replace the missing ceiling tile in the lobby by room 209.	1/14/25	
194 SAINT PAUL ST	194 SAINT PAUL ST	2025-0000019	199056	Jason	Service the Exit sign 5th floor outside of roof access door.	3/4/25	

			199058	Jason	Service the Exit sign 2nd floor by room 211.	3/4/25
			199087	Jason	Emergency light-Saint Paul side southwest corner parking garage.	3/4/25
			199088	Jason	Service all emergency lighting south parking garage	3/20/25
			199095	Jason	Secure Uncapped wires in south parking garage. (Beside restaurant door)	3/20/25
			199096	Darrin	5th flr open area across hall from lounge door-Sprinkler head Needs to be extended away from I-beam for proper fire coverage.	
			200287	Darrin	Outside 5th floor lounge door sprinkler head needs to be below Sheetrock. (sheetrock repair from roof leak last year)	
			200288	Darrin	Stand pipe in south parking garage should be 2 1/2" connection	
			200289	Darrin	Electrical mechanical room floor 1 opening in wall. (Looks like conduit was removed and a hole was left in sheetrock)	
IDX Student life Ctr	262 S WILLARD ST	2025-0000020	200291	Jason	"Flying splice" on fryer oil bulk storage tank inside the service entrance needs to be replaced with an intact cord.	3/7/25
			200293	Joey	Remove equipment from around the sprinkler system in boiler room. No storage allowed.	2/20/25

			200295	Mike	Sodexo second floor kitchen closet ceiling tiles missing (room by keybox inside service entrance)	2/19/25
			200298	Mike	Ceiliing tile needs to be replaced, service entrance, in corner by machine room.	2/19/25
			200300	Mike	Ceiling tile, gymnasium level, at entrance doors needs to be put back in place.	2/26/25
			200302	Mike	Replace ceiling tile, custodial closet rm 212.	2/19/25
175 LAKESIDE AVE	175 LAKESIDE AVE	2025-0000091	200303	Joey	Remove the combustible storage from the fire rated staircase and egress path in stair #2 at ground level. (Lakeside Ave side stairwell has boxes of books and lawn furniture in it)	
			200304	Jason	Service exit light/emergency light combo Ground floor south (main) entrance.	
			200313	Jason	Service exit light/emergency light combo Ground floor stair 2.	3/6/25
			200314	Jason	Service exit light/emergency light combo West exit gaming room.	3/6/25
			200315	Jason	Service exit light/emergency light combo Room 101.	3/6/25
			200319	Jason	Service exit light/emergency light combo Inside gaming foyer.	3/6/25
			200322	Jason	Servic exit light/emergency light combo, Room 110A.	3/6/25

			200324	Jason	Servic exit light/emergency light combo, 3rd floor inside 320	3/6/25	
			200326	Jason	Servic exit light/emergency light combo,3rd floor inside rm 331	3/6/25	
			200328	Mike	Replace the missing ceiling tiles in the ground floor, hallway to elevator and machine rooms.	2/19/25	
40 SEARS LN	40 SEARS LN	2025-0000094	200333	Darrin	Mount the fire extinguisher on the kitchen sink on a wall		
			200335	Spencer	The Modine heaters are new, but an existing boiler inspection tag was dated 2019. Have the unit inspected and tagged.		
Freeman Hall	381 MAPLE ST	2025-0000096	200336	Jason	Service the EXIT light on the second floor by room 300A. Note: this light is in the hall and not the light by the exit door. (president's office, left wall above pictures)	3/14/25	
Joyce Hall	387 MAPLE ST	2025-0000098	200338	Jason	Remove the exterior extension cords from west side foyer roof.	3/6/25	
			200339	Darrin	Repair the wall around the fire alarm horn/strobe by room 208.		
Perry Barn	253 S WILLARD ST	2024-0000065-1	200351	Jason	Service all EXIT and emergency lights. Most were found to be not working	3/6/25	Electrician tested all lights and they were all working.
Coolidge House	312 MAPLE ST	2025-0000107-1	200352	Darrin	This violation is carried over from inspection 2023-0000043-1. Building has a fire alarm system and per Burlington city ordinance shall have a Knox box.	3/4/25	

			200353	Jason	The NE corner room has an emergency light that does not work when the test button is pressed. A door to the exterior in this room was removed and the emergency light is no longer needed. If the emergency light is present it is required to work. The light can be fixed or removed. (Remove light)	3/6/25
			200355	Jason	The NE room had an exterior door that has been removed. The existing pull station shall be removed as it is no longer needed as this room does not have an exit to the exterior. Have the fire alarm technician pull a fire alarm permit with the fire marshal office to remove the pull station.	4/10/25
Durick Hall	174 So. Willard St.	2025-0000175	202082	Jason	Basement outlets are missing covers where the sheet rock was removed due to a water leak. Replace the outlet cover plates.	
			202084	Jason	Piggy backed extension cords are running under door between the rental house door to public safety for appliances. Rework this so extension cords are not connected into each other and that they are not used for permanent wiring.	
			202085	Jason	Service the EXIT/emergency light at the ADA entrance of the rental house.	
			202087	Jason	Service the EXIT/emergency light at the entrance of the Public Safety office.	4/1/25

202088	Jason	Mount the heat detector properly on the boiler room ceiling.	
202089	Mike	Mount fire extinguisher that is being used as a door prop in the basement.	3/3/25
202090	Mike	The basement has ceiling tiles misplaced or removed.	3/3/25
202091	Darrin	The basement walls are still missing sheetrock from a past water leak.	

10/20/25

Living & Learning A

“I moved into my suite early, and had to deal with a silverfish infestation. They seemed to be crawling up the drain pipes in the bathrooms… I would see 5 or more a day for multiple weeks. Submitted a maintenance report and no one ever came; my suitemates submitted another when they moved in and we got 3 silverfish traps after the silverfish retreated on their own.”

4/22/2024

Christie Hall

“The room is literally making me and my roommate sick… we had sinus infections basically all winter until we started opening our window again. Also the bathroom had a leaking hole in the ceiling for like 6 weeks before they even came to look at it. My RA submitted multiple fix it requests, and even talked to the manager lady of [Christie Wright Patterson]. It was like actively leaking water and getting bigger and bigger.”

11/15/2024

Mercy Hall

“On Halloween we had a mouse in our room. We called the RA and they said pest control would come the next day. They never came, so after a few days we reached out again. The same thing happened. We have yet to be visited by pest control to this day and get freaked out every time I hear rustling and have seen it since..”

2/3/2025

Mercy Hall

“It’s not just the shower curtains in mercy hall bathrooms that are covered in mold. It’s the ceilings and the walls. It’s pink orange and black. They have done absolutely nothing about it despite the complaints….”

9/13/24

Wright Hall

“I was in such a tiny forced triple that I transferred out of uvm after only being there for 5 days. we had to share 2 tiny wardrobes among 3 girls... some of the showers had mold growing in them. I got approved for accommodations that would give me a room change, but I would’ve had to live in that room for a month before reslife would switch me.”

11/10/24

University Heights South

“The UHS floor 1 door has been getting stuck since I moved in but now it completely won’t open. The elevator button also didn’t work so there was a day where we had no way of getting onto our floor. Individuals have had to use their own stuff to prop it open, or else we’re all locked out...”

2/10/25

Simpson Hall

“...There are dangerous levels of mold and many people are getting sick...”

9/24/25

Sichel Hall

“Bathroom ceiling started leaking so we called in a maintenence [sic] request. The guy came, looked at it, took a ceiling tile off, and left without fixing it. So the ceiling is still leaking and now has mushrooms growing from it.”

10/8/24

Richardson (Back 5)

“First day moving in, I got locked INSIDE my room cuz the door handle was fucked up, I had to be drilled out 😭 I was stuck in there for a good 30 minutes. Our door and our [suite] door don’t lock, our door handles have been changed 3 times and still don’t work. Our current handle straight up comes off, my bf was able to put it securely back on but it won’t lock.”

4/22/24

Redstone Campus

“Last semester, my room flooded when ResLife tried to fix our broken heat. The smell of mold was horrendous and dangerous to my roommate who has a mold allergy. It took ResLife a week to provide us alternative housing.”

1/14/2025

Mercy Hall

“Air smells of mold. Every couple of weeks, I get a 3-day long phlegm-ridden cough, I keep no foodstuffs in the dorm, mind you...”

10/1/2024

Central Campus Residence Hall

“There’s been a smell coming from our vent in our dorm like something died in there. We’ve contacted our RA and maintenance about it several times, and everyone that’s come up has said there’s nothing they can do. We have an air purifier on blast all the time and windows open, but the smell is still horrible”

9/1/2024

Cottages

“Every so often for a few minutes at a time, the ceiling just starts pouring down water. The RA on duty called SOS (uvm maintenance) who said that it means the showers are overflowing (???) and they'll only come out to fix it... if it continues for more than 30 minutes in one go...”

9/9/2024

University Heights South

“Even when my windows are closed, air still comes in when it’s windy and sometimes rattles my shades and makes my room cold. I’m dreading to find out how awful this is going to be when the heavy winter settles in.”

1/21/2025

Living & Learning C

“the hot water for my wing has stopped working twice in a week and my room is so poorly insulated that it's consistently 7+ degrees below my suite's thermostat”

10/4/24

University Heights North

“They decided to turn on the heat this past week even though it’s still 70 degrees outside, even with the windows open and fans running it’s still quite hot in our room. It doesn’t cool down during the night either”

12/4/2024

Living & Learning

“my suite's ‘thermostat’ is at 72... meanwhile it's 64 in my room (below the allowed min temp in the housing contract) and half the time the heat just doesn't run at all

bonus: the maintenance ticket platform has no form to report a non-urgent problem with the heating!”

October 2025

Trinity Campus

“We submitted a request about a leak in our shower room at the beginning of the year. A worker came and took our ceiling tile then said it was a ‘roofing problem’ (even though it only leaked when the people above us showered) and that… he’d come back another day. Me and my suitemates all separately submitted requests for help and they kept being sent back with notices that the order had been completed. Then a mushroom started growing in the ceiling so the worker’s plan was to just cover it up with new waterproof tiles, which then caused the water to spread to the tile that has our sprinkler in it. Then they came back and took that tile… The ceiling has stopped leaking but… we’re still missing a tile so there’s a hole where we can see the room above us a bit, and there are exposed wires.”

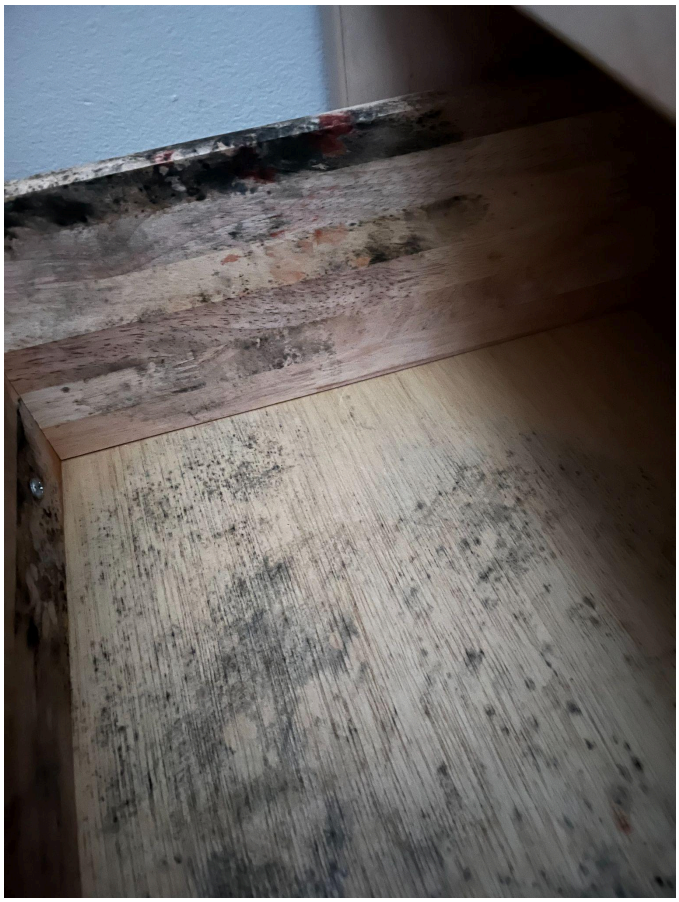
IMAGE ATTATCHED:

11/18/2024

Mercy Hall

“A LOT OF MOLD”

IMAGE ATTATCHED:



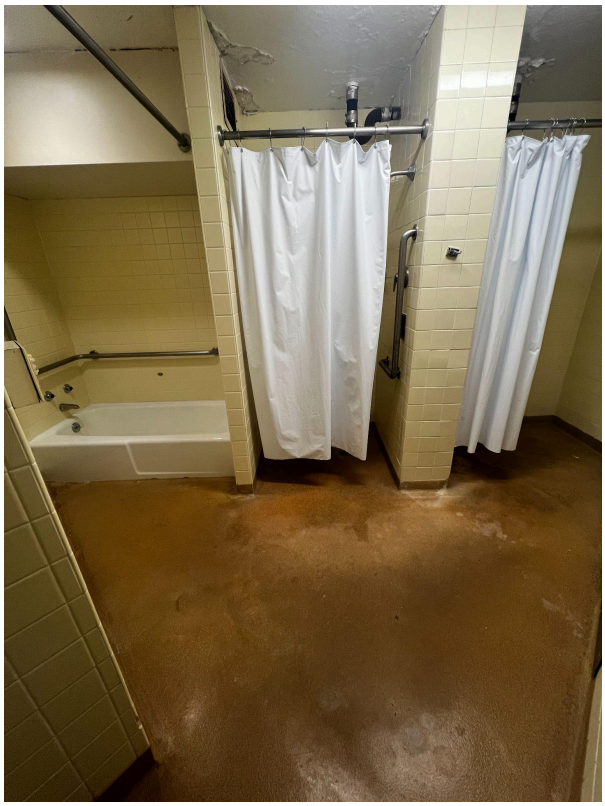
UVM STUDENT TENANT UNION

September 6th, 2025 — Living and Learning

“sewage water bubbled up from the ground and started flooding our dorm. It trapped my roommate in the dorm [because] of how big the puddle was”

Fall 2025 — Coolidge Hall

“our two showers for all the girls on our floor, INCLUDING the bath tub! With no curtain, no knobs…”



October 20th, 2025 — Converse Hall

“Exposed wiring in converse basement”

October 4th, 2025 — Mercy Hall

“my light fixture randomly fell on my friends head”

October 15th, 2025 — Richardson Hall

“leak in richardson lobby that has apparently not been fixed for a year or more”

October 19th, 2025 — Converse Hall

“...this spooky thing happened three times now in the whole semester...”

Below is a link to a video submitted by the student who experienced the leak:

https://tinyurl.com/STU-Converse-Leak

University of Vermont

FACILITIES MANAGEMENT

February 20, 2025

Bill Ward
Director of Permitting and Inspections
City of Burlington
645 Pine Street
Burlington, VT 05401

Mr. Ward,

Following up on my previous letter dated February 7, 2025, where I outlined the comprehensive portfolio of inspection programs developed and implemented at the University of Vermont, I am writing to certify that our residence halls are in good shape and fully acceptable to house students.

Thanks,

Amanda Clayton, PE
Executive Director of Facilities Management
University of Vermont
Marsh Hall | Room 012
31 Spear Street | Burlington, VT 05405
Office: (802) 656-1079 | Amanda.Clayton@uvm.edu

Resolution Relating to

THE ADEQUACY OF THE EXEMPTION FOR UNIVERSITY OR COLLEGE DORMITORIES FROM THE MINIMUM HOUSING CODE REQUIREMENT FOR PERIODIC INSPECTIONS TO THE CITY'S MINIMUM HOUSING STANDARDS

RESOLUTION_____

Sponsor(s): Councilor(s) *Broderick, Bergman, Grant, Kane, Litwin, and Neubieser*
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-five……

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

That WHEREAS, the health and safety of students in the city is of great importance to the City Council, which seeks to ensure the college and university dormitories are healthy, safe, and habitable places to reside; and

WHEREAS, Burlington's Minimum Housing Ordinance in Section 18-16 excludes from required city minimum housing inspections "university and college dormitories that conduct regular, comprehensive inspection programs and annually certify compliance with the minimum housing standards ordinance to the [city's] enforcement agency."; and

WHEREAS, city inspections of these dormitories are done "only upon complaint or upon request of the owner thereof [e.g., the University of Vermont ('UVM') or Champlain College]"; and

WHEREAS, the city encourages all tenants, including on-campus students, to file complaints about suspected minimum housing standards violations to the Department of Permitting and Inspections ("DPI"); and

WHEREAS, while UVM and Champlain College provide information on their own complaint processes to its dorm-residing students, they don't make readily available information regarding the process to complain to the city about habitability issues on either institution's housing website or in their housing agreements; and

WHEREAS, DPI has not been sent records of certifications by UVM that demonstrates it has conducted the required regular, comprehensive inspection programs annually and annually certified compliance with the city's minimum housing standards ordinance; and

WHEREAS, in response to an inquiry by DPI regarding the City's certification requirement, UVM submitted communications dated February 7, 2025 and February 20, 2025 (Attached) attesting that the university's "efforts ensure the health and safety of the students living in our 36 residential buildings, address issues on a timely basis, and align with the goals of the minimum housing standards ordinance" and certified that "residence halls are in good shape and fully acceptable to house students."; and

WHEREAS, these communications did not clearly state that the conditions in dormitories comply with the City's minimum housing code; and

WHEREAS, these communications also raised questions regarding the extent of the City's legal authority to regulate UVM housing, stating, "there are limitations on what the City of Burlington can regulate with respect to the University of Vermont. The minimum housing standards are outside of the scope for what can be regulated by the municipality, and certification of every aspect of these standards would interfere with the intended functional use of the institution and place an exceptional and undue burden on the University."; and

WHEREAS, DPI also reported that Champlain College, the other institution in the City with dormitories exempt from the City's regular housing inspection program, provided the city materials intended to certify compliance with the city's minimum housing standards in April 2025; and

WHEREAS, while there have not been minimum housing code complaints filed with DPI related to habitability problems in UVM dormitories over the last few years, there have been reports by students to City Councilors of alleged housing problems in those dormitories and claims these problems have not been remediated in a timely manner; and

WHEREAS, groups of UVM students have met with UVM since December 2024 to discuss these same issues; and

WHEREAS, UVM students presented a sampling of claimed housing problems at the City Council's October 21, 2025 and November 3, 2025 meetings, which included allegations of insect and rodent sightings, mold in living and common rooms, windows that are improperly sealed and let wind in, rooms that are over- and under-heated, defective heating systems, inadequate living space in so-called "forced triple" occupancies, inoperative and broken dormitory doors, security doors, and elevators, and water leaks into rooms; and

WHEREAS, at the same Council meetings, UVM students also alleged that complaints to UVM officials charged with fixing these problems were ignored or insufficiently or slowly addressed; and

WHEREAS, based on all of the above, the City Council desires to learn more about the housing code and inspection systems at our colleges and universities, and seeks additional legal guidance on the full extent of the city's authority to apply its minimum housing standards to colleges and universities, with the goal of determining if any amendments can and should be made to the housing code system for dormitories; and

WHEREAS, with a new administration now at UVM that has indicated an interest in working with the City on this topic, and an administration at Champlain College that has been responsive to working with the

City on this issue, the City Council is optimistic that all parties involved can engage in productive conversations about this and other issues that impact Burlington and its residents, and believe that ensuring the health and safety of students living in on-campus dormitories is a goal that all parties want to achieve;

NOW, THEREFORE, BE IT RESOLVED, based on all of the above, the City Council respectfully requests that UVM and Champlain College provide DPI, by three months after the effective date of this resolution, with the following information: the details of the inspection cycle and system they use, including but not limited to the things inspected for and the regulations inspected to (codes), and any inspection form used; the total number of housing units under each institution's purview and the target number of inspected units per year; the prioritization of inspections and complaints; the training and experience of inspectors; and the administrative processes in place for housing complaints and re-inspections; and

BE IT FURTHER RESOLVED, that the City Council also respectfully requests that UVM and Champlain College provide DPI by the same date with the quantification, if any, of substantiated findings of applicable housing code violations from the beginning of academic year 2023-24 to the passage of this resolution. These should include reports submitted to other agencies, including but not limited to the Vermont Department of Health; and

BE IT FURTHER RESOLVED, that to better ensure college and university dormitories within the City are healthy and safe places to reside, DPI will create a template form for universities and colleges to annually certify comprehensive inspection programs and regular processes, complaint procedures, and staffing are consistently supporting safe, healthy, efficient, maintained, comfortable, and habitable living spaces for on-campus students. In creating this template, DPI will seek input and collaboration from UVM and Champlain College officials on the information needed to certify compliance with the City's ordinance; and

BE IT FURTHER RESOLVED, that this resolution and the issues implicated herein be referred to the Council's Ordinance Committee in order for the Council and Mayor's Administration to be able to evaluate the extent to which existing ordinances and regulations are ensuring college and university dormitories are healthy and safe places to reside, and to decide whether or not to propose responsive amendments. This decision will be informed by the below-referenced opinion from the City Attorney and input from, among other interested parties, DPI, CEDO, the UVM and Champlain College administrations, and UVM and Champlain College students. The Ordinance Committee should also at least consider whether the city's ordinances should mandate that universities and colleges provide on-campus students with information on the

protected right to file external complaints with DPI, in addition to any established internal reporting systems; and

BE IT FURTHER RESOLVED, that this Council also requests that the City Attorney's office provide an opinion to the Council through its Ordinance Committee as to the city's authority to require universities and colleges to comply with city housing habitability codes and inspection requirements, and to require certification as to compliance with applicable codes. The Council encourages the City Attorney's office to confer with UVM and Champlain College as part of its research; and

BE IT FURTHER RESOLVED, that the City Council requests that UVM and Champlain College allow City Councilors and members of the Mayor's Administration to tour residence halls during the 2025-2026 winter break.

MB/Resolutions 2025/*The Adequacy of the Exemption for University or College Dormatories from the Minimum Housing Code Requirement for Periodic Inspections to the City's Minimum Housing Standards*
11/17/25

Resolution Relating to

THE ADEQUACY OF THE EXEMPTION FOR UNIVERSITY OR COLLEGE DORMITORIES FROM THE MINIMUM HOUSING CODE REQUIREMENT FOR PERIODIC INSPECTIONS TO THE CITY'S MINIMUM HOUSING STANDARDS

RESOLUTION 6.4

Sponsor(s): Councilor(s) *Broderick, Bergman, Grant, Kane, Litwin, and Neubieser*

Introduced: 11/17/25

Referred to: _____

Action: adopted

Date: 11/17/25

Signed by Mayor: 11/18/25

CITY OF BURLINGTON

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

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WHEREAS, Burlington's Minimum Housing Ordinance in Section 18-16 excludes from required city minimum housing inspections "university and college dormitories that conduct regular, comprehensive inspection programs and annually certify compliance with the minimum housing standards ordinance to the [city's] enforcement agency."; and

WHEREAS, city inspections of these dormitories are done "only upon complaint or upon request of the owner thereof [e.g., the University of Vermont ('UVM') or Champlain College]"; and

WHEREAS, the city encourages all tenants, including on-campus students, to file complaints about suspected minimum housing standards violations to the Department of Permitting and Inspections ("DPI"); and

WHEREAS, while UVM and Champlain College provide information on their own complaint processes to its dorm-residing students, they don't make readily available information regarding the process to complain to the city about habitability issues on either institution's housing website or in their housing agreements; and

WHEREAS, DPI has not been sent records of certifications by UVM that demonstrates it has conducted the required regular, comprehensive inspection programs annually and annually certified compliance with the city's minimum housing standards ordinance; and

WHEREAS, in response to an inquiry by DPI regarding the City's certification requirement, UVM submitted communications dated February 7, 2025 and February 20, 2025 (Attached) attesting that the university's "efforts ensure the health and safety of the students living in our 36 residential buildings, address issues on a timely basis, and align with the goals of the minimum housing standards ordinance" and certified that "residence halls are in good shape and fully acceptable to house students."; and

* * * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

RESOLUTION RELATING TO

.....

.....

.....

Adopted by the City Council

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

..... Clerk

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

Attest:

..... Mayor

Vol. ..... Page .....

* * * * * * * * * * * * * *

WHEREAS, these communications did not clearly state that the conditions in dormitories comply with the City's minimum housing code; and

WHEREAS, these communications also raised questions regarding the extent of the City's legal authority to regulate UVM housing, stating, "there are limitations on what the City of Burlington can regulate with respect to the University of Vermont. The minimum housing standards are outside of the scope for what can be regulated by the municipality, and certification of every aspect of these standards would interfere with the intended functional use of the institution and place an exceptional and undue burden on the University."; and

WHEREAS, DPI also reported that Champlain College, the other institution in the City with dormitories exempt from the City's regular housing inspection program, provided the city materials intended to certify compliance with the city's minimum housing standards in April 2025; and

WHEREAS, while there have not been minimum housing code complaints filed with DPI related to habitability problems in UVM dormitories over the last few years, there have been reports by students to City Councilors of alleged housing problems in those dormitories and claims these problems have not been remediated in a timely manner; and

WHEREAS, groups of UVM students have met with UVM since December 2024 to discuss these same issues; and

WHEREAS, UVM students presented a sampling of claimed housing problems at the City Council's October 21, 2025 and November 3, 2025 meetings, which included allegations of insect and rodent sightings, mold in living and common rooms, windows that are improperly sealed and let wind in, rooms that are over- and under-heated, defective heating systems, inadequate living space in so-called "forced triple" occupancies, inoperative and broken dormitory doors, security doors, and elevators, and water leaks into rooms; and

WHEREAS, at the same Council meetings, UVM students also alleged that complaints to UVM officials charged with fixing these problems were ignored or insufficiently or slowly addressed; and

WHEREAS, based on all of the above, the City Council desires to learn more about the housing code and inspection systems at our colleges and universities, and seeks additional legal guidance on the full extent of the city's authority to apply its minimum housing standards to colleges and universities, with the goal of determining if any amendments can and should be made to the housing code system for dormitories; and

WHEREAS, with a new administration now at UVM that has indicated an interest in working with the City on this topic, and an administration at Champlain College that has been responsive to working with the

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ORIGINAL

DISTRIBUTION:

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

RESOLUTION RELATING TO

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Adopted by the City Council

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

..... Clerk

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

Attest:

..... Mayor

Vol. ..... Page .....

* * * * * * * * * * * * * *

City on this issue, the City Council is optimistic that all parties involved can engage in productive conversations about this and other issues that impact Burlington and its residents, and believe that ensuring the health and safety of students living in on-campus dormitories is a goal that all parties want to achieve;

NOW, THEREFORE, BE IT RESOLVED, based on all of the above, the City Council respectfully requests that UVM and Champlain College provide DPI, by three months after the effective date of this resolution, with the following information: the details of the inspection cycle and system they use, including but not limited to the things inspected for and the regulations inspected to (codes), and any inspection form used; the total number of housing units under each institution's purview and the target number of inspected units per year; the prioritization of inspections and complaints; the training and experience of inspectors; and the administrative processes in place for housing complaints and re-inspections; and

BE IT FURTHER RESOLVED, that the City Council also respectfully requests that UVM and Champlain College provide DPI by the same date with the quantification, if any, of substantiated findings of applicable housing code violations from the beginning of academic year 2023-24 to the passage of this resolution. These should include reports submitted to other agencies, including but not limited to the Vermont Department of Health; and

BE IT FURTHER RESOLVED, that to better ensure college and university dormitories within the City are healthy and safe places to reside, DPI will create a template form for universities and colleges to annually certify comprehensive inspection programs and regular processes, complaint procedures, and staffing are consistently supporting safe, healthy, efficient, maintained, comfortable, and habitable living spaces for on-campus students. In creating this template, DPI will seek input and collaboration from UVM and Champlain College officials on the information needed to certify compliance with the City's ordinance; and

BE IT FURTHER RESOLVED, that this resolution and the issues implicated herein be referred to the Council's Ordinance Committee in order for the Council and Mayor's Administration to be able to evaluate the extent to which existing ordinances and regulations are ensuring college and university dormitories are healthy and safe places to reside, and to decide whether or not to propose responsive amendments. This decision will be informed by the below-referenced opinion from the City Attorney and input from, among other interested parties, DPI, CEDO, the UVM and Champlain College administrations, and UVM and Champlain College students. The Ordinance Committee should also at least consider whether the city's ordinances should mandate that universities and colleges provide on-campus students with information on the

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ORIGINAL

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RESOLUTION RELATING TO

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Adopted by the City Council

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

..... Clerk

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

Attest:

..... Mayor

Vol. ..... Page .....

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protected right to file external complaints with DPI, in addition to any established internal reporting systems; and

BE IT FURTHER RESOLVED, that this Council also requests that the City Attorney's office provide an opinion to the Council through its Ordinance Committee as to the city's authority to require universities and colleges to comply with city housing habitability codes and inspection requirements, and to require certification as to compliance with applicable codes. The Council encourages the City Attorney's office to confer with UVM and Champlain College as part of its research; and

BE IT FURTHER RESOLVED, that the City Council requests that UVM and Champlain College allow City Councilors and members of the Mayor's Administration to tour residence halls during the 2025-2026 winter break.

MB/Resolutions 2025/*The Adequacy of the Exemption for University or College Dormatories from the Minimum Housing Code Requirement for Periodic Inspections to the City's Minimum Housing Standards*
11/17/25

* * * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

Ordinance Committee

RESOLUTION RELATING TO

The Adequacy Of The Exemption For University Or College Cormitories From The Minimum Housing Code Requirement For Periodic Inspections To The City's Minimum Housing Standards

Adopted by the City Council

November 17, 20 25

Clerk

Approved November 18, 20 25

Mayor

Vol. ..... Page .....

Attest:

Lori Olberg
Council and Licenisng Coordinator

* * * * * * * * * * * * * *

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Dept. of Permitting and Inspections
Public Hearing Dates: _____

_____
First reading: _____
Referred to: _____
Rules suspended and placed in all Stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

SIDEWALK INTERFERENCE
BCO Chapter 27, Art. I

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

That Chapter 27, Streets and Sidewalks, of the Code of Ordinances of the City of Burlington be and is hereby amended by amending Article I, In General, Sec. 27-21, Penalty; to read as follows:

***

27-4 Unnecessary interference with use of sidewalk.

No person shall unnecessarily occupy, obstruct or encumber, or cause to be unnecessarily occupied, obstructed or encumbered, a sidewalk so as to interfere with the convenient use of the same by the public.

***

27-21 Penalty.

A violation of any provision of articles I, III, IV and V of this chapter shall be a civil offense punishable by a civil penalty of from two hundred fifty dollars ($250.00) to five hundred dollars ($500.00). The waiver penalty for purposes of the municipal complaint (civil ticket) shall be equal to the waiver penalty established pursuant to 4 V.S.A. § 1102(d) for violations of Subchapter 12 of Chapter 13 of Title 23 for each offense. Each day the violation continues shall be a separate offense. All law enforcement officers are authorized to issue a municipal complaint for a violation of this chapter. The enforcement officer or inspectors responsible for the administration and enforcement of the minimum housing standards in Chapter 18 are authorized to issue a municipal complaint for a violation of chapter 27-4.

***

* Material stricken out deleted.
** Material underlined added.

WW/ks/Ordinances 2025/Sidewalk Intereference/BCO Ch. 27, Art. I
Sec. 27-21.
11/13/2025

Permitting and Inspections Department
645A Pine St, PO Box 849
Burlington, VT 05402-0849
VOICE (802) 863-0442
FAX: (802) 652-4221

To: Burlington City Council &
Mayor Emma Mulvaney-Stanak
From: William M. Ward
Date: November 13, 2025
Subject: Chapter 27 Ordinance amendment

Overview

The Department of Permitting and Inspections occasionally receives complaints from residents about vegetation overgrowth at private properties that partially or fully obstructs the sidewalk. Warning notices are not enough to compel every property owner to comply with the city ordinance. The current ordinance grants authority to law enforcement officers to ticket for these violations. I am requesting the City Council amend Chapter 27 of Burlington City Ordinance to grant the Department of Permitting and Inspections authority to issue tickets to violators and increase the penalty.

Current Challenge

Chapter 27-4 prohibits "Unnecessary interference with use of sidewalk". 27-21 grants authority to Law Enforcement officers to issue $50 municipal tickets for violations of Chapter 27.

In recent years, DP staff assisted the Parks Department and the Department of Public Works when they received a complaint about sidewalk vegetation encroachment. DPI staff would contact the property owner to alert them of the need to clear vegetation from their property that obstructs the sidewalk. The photo below shows an example of a typical obstructed sidewalk complaint.

Our efforts to gain voluntary compliance with the ordinance are sometimes ignored and my office has no other direct authority. The City Charter article 72 grants authority to the Parks Department to get approval from the Board of Finance and City Council to clear the sidewalk in these cases and lien the property owner for the costs. That is a cumbersome and time consuming process.

The ordinance amendment is proposed to increase the fine to $250 and grant our Housing Inspection team at DPI authority to issue municipal tickets for violations of Chapter 27-4. If the amendment is approved, our process would continue to provide for initial notice to the property owner to voluntarily comply by a specific date, and violations after that notice would be subject to ticketing by DPI staff. Chief Burke of the Burlington Police Department has reviewed the proposal and had no objections to the ordinance amendment.

Proposed motion

City Council Motion:

- Waive first reading and refer the ordinance amendment to the City Council Ordinance Committee.

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: *Traverse*
Public Hearing Dates: _____
_____
First reading: _____
Referred to: _____
Rules suspended and placed in all stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

UNLAWFUL ENTRY INTO A MOTOR VEHICLE

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

That WHEREAS, in recent years, there has been a significant increase in the number of reported incidents of individuals entering residents' vehicles without their permission, oftentimes during late night or early morning hours; and

WHEREAS, in response to the increased frequency of these incidents, the Vermont General Assembly took statewide action in 2024 to update 13 V.S.A. § 3705 on "Unlawful Trespass" to provide that:

> A person who enters the motor vehicle of another and knows that the person does not have legal authority or the consent of the person in lawful possession of the motor vehicle to do so shall be imprisoned not more than three months or fined not more than $500.00, or both. For a second or subsequent offense, a person who violates this subsection shall be imprisoned not more than one year or fined not more than $500.00, or both. Notice against trespass shall not be required under this subsection.

AND, WHEREAS, the provisions in the Burlington Code of Ordinances on Unlawful Trespass, Section 21-45, have not been similarly updated to include acts of unlawfully entering a motor vehicle; and

WHEREAS, on August 25, 2025, the City Council enacted a proposed ordinance from the Mayor's Office to establish the "City Circle," a restorative justice program through the Community Justice Center to address criminal and civil ordinance violations, including, but not limited to violations of Section 21-45 on Unlawful Trespass; and

WHEREAS, while incidents of unlawfully entering a motor vehicle often happen overnight, many residents have installed home camera systems, which may assist law enforcement officers in readily identifying offenders; and

WHEREAS, while the economic damage associated with unlawfully entering a motor vehicle is often limited, the unauthorized entry constitutes a significant violation of personal security and privacy that is particularly well-suited for restorative justice practices aimed at repairing harm and facilitating dialogue;

NOW, THEREFORE, BE IT RESOLVED that the Burlington Code of Ordinances Section 21-45 on Unlawful Trespass be amended as follows:

21-45 Unlawful trespass.

(a) It shall be unlawful for a person who, without legal authority or the consent of the person in lawful possession, enters or remains on any land or in any place as to which notice against trespass is given
by:

(i~~a~~) Actual communication by the person in lawful possession or their agent or by a law enforcement officer, community service officer, community support liaison, urban park ranger, parks patrol, the city's contracted private security, or any other city official authorized to enforce the city's ordinances, acting on behalf of such person or their agent pursuant to protocols and/or directives established by the police department; or

(ii~~b~~) Signs or placards so designed and situated as to give reasonable notice.

(b) It shall also be unlawful for a person to enter the motor vehicle of another and know that the person does not have the legal authority or the consent of the person in lawful possession of the motor vehicle. Notice of trespass shall not be required under this subsection.

(c) A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars ($500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars ($250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars ($300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars ($400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any law enforcement officer, community service officer, community support liaison, urban park rangers, parks patrol, or any other city official authorized to enforce the city's ordinances, can enforce this section.

AND BE IT FURTHER RESOLVED that by amending the Burlington Code of Ordinances as set forth herein, it is the City Council's intention that unlawfully entering a motor vehicle be among those offenses the City Circle initiative may address pursuant to the provisions of Burlington Code of Ordinances Section 1-10 on "Prosecution and city circle."

BT/Ordinances 2025/*Unlawful Entry Into a Motor Vehicle*
11/13/25

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.

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. [1] 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

[1] HowardCenter Inc.is not a typo. As registered with the Secretary of State, there is not a space between "Howard" and "Center".

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.

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: _____	By: _____
Katherine Schad, CAO	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 thereinto, 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 By: DocuSigned by: Sandra McGuire 851A9DD5C5CE415...
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.

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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.

DocuSigned by:
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)

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: _____

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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.

By: DocuSigned by: Sandra McGuire 854A9DD5G5GE415...

Duly Authorized Agent

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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). 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

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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:

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

(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.

Docusign Envelope ID: 9C067900-0EA3-40C5-A199-61B6BEED630B

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

ACORD

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melissa Kavanagh	
Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	PHONE (A/C, No, Ext): (802) 383-1621	FAX (A/C, No):
	E-MAIL ADDRESS: mkavanagh@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B : Arch Insurance Company	11150
HowardCenter Inc 208 Flynn Ave. Suite 3J Burlington, VT 05401	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR	X	X	PHPK2724093-000	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	PHPK2724093-000	10/1/2025	10/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE	X	X	PHUB923386-000	10/1/2025	10/1/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A	X	ZAWCI9964305	10/1/2025	10/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.			PHPK2724093-000	10/1/2025	10/1/2026	$1M each incident	3,000,000
A	Abuse/Molestation			PHPK2724093-000	10/1/2025	10/1/2026	aggregate	1,000,000

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
149 Church Street
Burlington, VT 05401

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.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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

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.

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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 _____

© 1983 National Council on Compensation Insurance.

From: Assistant City Attorney Erik Ramakrishnan
To: City Council Ordinance Committee
Date: September 3, 2025 via Email

We last met to discuss the Incentives Ordinance on August 21, 2025. At that time, you asked me to meet with representatives of various City departments to determine whether the proposal is needed and, if so, what types of offenses it should be directed at. In response to inquiries, I have received the following feedback:

(1) The Mayor's Office is not in favor of the proposal.

(2) The CAO is concerned about a lack of funding to pay rewards. The ordinance deals with this concern, but the point is well-taken that frequently there will be insufficient revenue from fines to pay rewards, which is why the ordinance takes the approach it does in limiting City liability for reward payments.

(3) Code Enforcement expressed concern that a few residents would overwhelm the system making complaints in expectation of rewards, which would hamper the department's ability to respond to priorities and legitimate complaints.

(4) The Police Chief echoed the latter concern and added that complaints are likely to target vulnerable populations, especially the homeless, who we are trying to reach through restorative processes. Making vulnerable populations the target of public complaints, and creating an expectation among the public that complaints will be followed-up, would hamper BPD's attempt to build relationships in furtherance of restorative processes. In support of this concern, it was noted that studies show that excessive fining of vulnerable populations was a significant impetus behind the 2014 unrest between police and civilians in Ferguson, Missouri.

(5) Parks echoed the above concerns.

In response to the question whether there is any category of offenses for which rewards would be useful, the Police Chief noted that BPD has the ability to offer rewards for information involving serious felonies, e.g., murders and other violent crimes, and that this is the only type of offense for which a reward is well-suited.