



## Airport Commission

**Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport**

**PLEASE NOTE:**

This meeting is will be held on zoom and in-person in the Wright Room at the Airport. Zoom Info:  
Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/95941583622?pwd=jspMUXkiTTeF3LGU9JkR8vhdYXocQq.1>

### 1. Call to Order

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<b>Subject</b>	<b>1.1. Call to Order</b>
Meeting	January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport
Category	1. Call to Order
Department	
Type	

<b>Subject</b>	<b>1.2. Acknowledgement of Remote Commissioners</b>
Meeting	January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport
Category	1. Call to Order
Department	
Type	

### 2. Agenda

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**2.1. Motion to amend/adopt agenda**

### 3. Public Forum

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<b>Subject</b>	<b>3.1. PUBLIC FORUM - Verbal Comments</b>
Meeting	January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport
Category	3. Public Forum
Department	
Type	

## 4. Consent Agenda

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**Subject**                      **4.1. Approval of Minutes**  
Meeting                        January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport  
  
Category                        4. Consent Agenda  
  
Department  
  
Type  
  
Recommended Action

**Subject**                      **4.1. Minutes from Airport Commission Meeting on May 28, 2025**  
Meeting                        January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport  
  
Category                        4. Consent Agenda  
  
Department                    Burlington International Airport  
  
Type  
  
Recommended Action

**Subject**                      **4.1. Minutes from Airport Commission Meeting on December 3, 2025**  
Meeting                        January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport  
  
Category                        4. Consent Agenda  
  
Department                    Burlington International Airport  
  
Type  
  
Recommended Action

## 5. New Job Descriptions

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**Subject**                      **5.1. New Job Descriptions, N. Longo**  
Meeting                        January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport  
  
Category                        5. New Job Descriptions  
  
Department                    Burlington International Airport  
  
Type  
  
Recommended Action

## 6. Aerodyme Lease

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**Subject**                      **6.1. Aerodyme Lease, N. Longo**

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 6. Aerodyme Lease

Department Burlington International Airport

Type

Recommended Action

## **7. GSA/TSA Lease**

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**Subject 7.1. GSA/TSA Lease**

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 7. GSA/TSA Lease

Department Burlington International Airport

Type

Recommended Action

## **8. Hangar Condo Association Lease**

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**Subject 8.1. Hangar Condo Association Lease, N. Longo**

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 8. Hangar Condo Association Lease

Department Burlington International Airport

Type

Recommended Action

## **9. Construction Update, L. Lackey**

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**Subject 9.1. Construction Update, L. Lackey**

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 9. Construction Update, L. Lackey

Department Burlington International Airport

Type

## **10. Financial Update**

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**Subject 10.1. Financial Update, M. Friedman**

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 10. Financial Update

Department Burlington International Airport

Type

## **11. Noise Data and Updates, L. Lackey**

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**Subject** 11.1. Residential Sound Insulation Program Update

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 11. Noise Data and Updates, L. Lackey

Department Burlington International Airport

Type

## **12. Director's Report**

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**Subject** 12.1. Director's Report

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 12. Director's Report

Department

Type

## **13. Commissioner Items**

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**Subject** 13.1. Commissioner Items

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 13. Commissioner Items

Department

Type

## **14. Follow-up Items**

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## **15. Adjournment**

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**Subject** 15.1. Motion to adjourn

Meeting January 7, 2026 - Airport Commission Meeting - Wednesday, January 7, 2026, 4:30 PM, Zoom/Wright Room at the Airport

Category 15. Adjournment

Department Council and Board

Type

Recommended Action

## **16. Informational and Non-Discrimination Statements**

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This meeting will air on Town Meeting TV's Burlington Meetings channel (Burlington Telecom channel 317) at a later date. For program airtimes, please visit [cctv.org](http://cctv.org), or contact Town Meeting TV at 802-862-3966 or [airtimes@cctv.org](mailto:airtimes@cctv.org)

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**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT**

**BOARD OF AIRPORT COMMISSIONERS**

**MINUTES OF MEETING**

**May 28, 2025**

**Location: The Wright Room**

**1200 Airport Drive,**

**South Burlington, VT 05403**

**[Hybrid meeting]**

**MEMBERS PRESENT:** Tim George, Chair  
Jeff Schulman, Vice Chair  
Robin Guillian  
Chip Mason  
Greg Shepler  
Connor Daley

**MEMBERS ABSENT:** Helen Riehle

**BTV STAFF PRESENT:** Nicolas Longo, Director of Aviation  
Larry Lackey, Director of Engineering & Environmental Compliance  
Jeff Bartley, Director of Innovation & Marketing  
Jesse Sprague, Executive Assistant

**OTHERS PRESENT:** Jeffrey Nicholson

**1.0 Call to Order**

Airport Commission Chair, Tim George, called the meeting to order at 4:05 PM. Individuals attending the meeting remotely identified themselves (Chip Mason, Jeff Schulman)

**2.0 Agenda**

Approve/Adopt Agenda

**MOTION by Connor Daley, SECOND by Greg Shepler to approve the agenda as presented.**

**VOTING: unanimous (6-0); motion carried.**

**3.0 Public Forum**

3.1 Jeffrey Nicholson spoke about access to public transportation at the Airport, specifically the changes to the GMT bus schedule.

#### 4.0 Consent agenda:

##### 4.1 Approval of the minutes

MOTION by Greg Shepler, SECOND by Connor Daley, to approve the minutes as presented in the agenda packet.

**VOTING: unanimous (6-0); motion carried.**

#### 5.0 Action Items:

##### 5.1 Taxiway C-G Contract Memo

**MOTION by Connor Daley, SECOND by Robin Guillian, to recommend that the Board of Finance and City Council approve the contract with Pike Industries for Taxiway C-G rehabilitation and the execution of the related FAA grant as outlined in the agenda packet.**

DISCUSSION led by Aviation Director Nic Longo. Rehabilitation of the runway is part of routine runway maintenance that is necessary every ten to twenty years. Pike Industries was the lowest bidder in the bid selection process, so their bid was selected for the work. Taxiway C will be closed, and the project will start sometime next year. Commissioner Guillian pointed out on the map in the room where Taxiway C was located. There is no grant currently for the project, however, the project is funded through entitlement funds with costs that come to the Airport based on passenger numbers, so funding is guaranteed. Jeff Schulman joined in person at 4:17pm.

**VOTING: unanimous (6-0); motion carried.**

##### 5.2 RSIP Phase 5 Contract Memo

**MOTION by Connor Daley, SECOND by Greg Shepler, to recommend that the Board of Finance and City Council approve: the execution of contracts with Strong Tower and the Jones Payne Group for Residential Sound Insulation Improvements; and the execution of a related FAA grant, as outlined in the agenda packet.**

DISCUSSION led by Director Longo. This project is funded by noise discretionary funding from the FAA for noise compatibility programs. The Jones Payne Group (JPG) will continue outreach associated with the noise program as part of this program. More details about the noise program and eligibility can be found at [btvsound.com](http://btvsound.com)

**VOTING: unanimous (6-0); motion carried.**

##### 5.3 Beta Technologies Lease Memo

**MOTION by Connor Daley, SECOND by Robin Guillian, to recommend that the Board of Finance and City Council endorse the execution of a non-aeronautical real estate lease at 25 Customs Drive with Beta Technologies as outlined in the agenda packet.**

DISCUSSION led by Director Longo. The previous lease at this property was held with Aviatron, which has moved to Essex Junction. Donahue and Associates listed the building, and Beta Technologies was the only interested party to lease the property. The rental cost is slightly increased from the previous tenant. The lease includes a 5-year renewal option, and Beta plans to make some improvements to the building for their business. Discussion was had regarding whether Commissioners ought to view contracts in final form prior to making a motion to recommend to Board of Finance and City Council. Commissioner George clarified that the motions specify that the recommendation is based on information presented in the agenda packet alone.

**VOTING: unanimous (6-0); motion carried.**

#### 6.0 Construction Update, L. Lackey

In addition to the written construction update provided to the Airport Commission, Larry Lackey highlighted the following updates:

- 6.1 Leahy BTV will present at the South Burlington Development Review Board (DRB) Meeting for the Snow Removal Equipment (SRE) maintenance building next week on Tuesday 6/3/25.
- 6.2 Leahy BTV staff discussed that a portion of the runway pavement has been tested prior to the start of the runway closure for the runway rehabilitation. This testing is standard.
- 6.3 The concrete around the threshold lighting system will be worked on during the runway closure. The FAA will be providing the upgrades.
- 6.4 Today the Airport received comments from legal review regarding easements, so the Airport can start looking at easements and what applications we can submit next year.
- 6.5 There was discussion around the progress towards a glycol system. With a study completed, decisions on the best solution can be made regarding next steps toward a glycol recycling system, but scoping with the FAA as the next steps. This is part of Leahy BTV's sustainability plan goals.
- 6.6 Discussion on the Runway Closure Project starting June 1. When the runway rehabilitation project begins on June 1, the runway will be closed to all planes from 11:45pm-5:45am. Flights that do not arrive on time will not be able to land at BTV or will be cancelled. Leahy BTV staff discussed the parameters of the runway closure project and the impacts to the airfield.
- 6.7 Jeff Bartley left the meeting at 4:53pm

## **7.0 Noise Data,**

### **7.1 Noise Data**

- 7.1.1 In addition to the written construction update provided to the Airport Commission, Larry Lackey highlighted the following:
  - The noise program continues to move forward smoothly.

### **7.2 Noise Comments**

- 7.2.1 In addition to the written report, Executive Assistant Jesse Sprague highlighted the following:
  - There have been zero additional noise comments since the Airport Commission meeting held on April 30, 2025, so the data presented today is the same as the previous meeting.

## **8.0 Financial Update, N. Longo**

In addition to the written financial update provided to the Airport Commission, Director Longo highlighted the following:

- 8.1 Revenues are higher than last year, and both the cash on hand and Airport Improvement Plan (AIP) grant receivables looks great
- 8.2 The Airport's PFC application was recently approved by the FAA, which allowed the Airport to start drawing down on a restricted PFC bank account.

## **9.0 Director's Update**

In addition to the written presentation, Director Longo reported:

- 9.1 Mass timber for Project NexT has been delivered, as seen in the photos of the report.
- 9.2 The Fire Department uses fluorine free firefighting foam because VTANG uses it on their trucks.
- 9.3 The Commission meeting encountered some technical difficulties that resulted in the presentation being unavailable for a short period of time but the audio was not impacted.
- 9.4 Director Longo discussed the Residential Sound Insulation Program work that is currently being done on homes, as featured in the photos in the written report.

- 9.5 Director Longo and members of the marketing team will travel to Charleston this week to visit the Charleston Airport and travel back to BTV
- 9.6 Leahy BTV staff is very excited for the Skyline Soiree coming up on June 4
- 9.7 Jeff Bartley and Director Longo will be attending the Jumpstart Conference in Indianapolis, hosted by the American Association of Airport Executives (AAAE) to meet with airlines.
- 9.8 Larry Lackey, Marie Friedman, and Dave Carman will be in Atlanta for the 97<sup>th</sup> Annual Association of Airport Executives conference.
- 9.9 Annually the Airport goes through an FAA inspection. The Department of Defense (DOD) and Federal Aviation Administration (FAA) have a Memorandum of Understanding (MOU) which agrees that the FAA cannot regulate military firefighting services. The DOD has higher standards for inspections than the FAA, which eases the Airport's ability to pass the FAA inspection. The DOD standards apply to Leahy BTV because the Airport is joint use between the terminal operations for commercial flying and general aviation, as well as military usage.
- 9.10 Departures as featured in the written report only measure airline departures out of BTV
- 9.11 The numbers reported in the chart and graph are incorrect; a corrected report will be posted to the agenda packet at a later date with the correct numbers. The new data will be in an updated report as an additional attachment marked by the date it is posted.
- 9.12 Passenger statistics are based on passengers who originate their trip at Leahy BTV.
- 9.13 Director Longo discussed passenger ticket purchasing data.

## 10.0 Commissioner Items

- 10.1 Commissioner Items:
  - 10.1.1 Commissioner Guillian reported on the following:
    - Request for the placement of a sign to alert drivers to the presence of goslings near the Vermont Flight Academy.
    - The Ninety-Nines, a women's aviation agency, is hosting their conference in Burlington over the summer and requests the Airport be involved.
    - Burlington High School's Year End Studies (YES program) will be visiting the Airport on Monday.
  - 10.1.2 Commissioner Shepler asked about the bus system and how the Airport identifies cars in the parking garage. Director Longo clarified that the bus route #11 that comes to the Airport will be reduced. Leahy BTV met with Green Mountain Transport about the bus service. The Airport provides access to Uber and Lyft. The Airport is looking into providing Level 1 electric vehicle charging in the parking garage. Commissioner Shepler also asked about how the Airport verifies abandoned cars in the garage. Director Longo said that the Airport is looking into a system where the Airport can track cars by license plate to be aware of how long cars are in the garage.
- 10.2 Recommendation to Reappoint the Director of Aviation  
**MOTION by Jeff Schulman, SECOND by Connor Daley, to approve the letter written to recommend the reappointment of the Director of Aviation.**

**VOTING: unanimous (6-0); motion carried.**

## 11.0 Follow Up Items

- 11.1 Eldridge Cemetery Flagpole Updates

- 11.1.1 This will stay on the agenda at the next meeting. David Carman met with the Sextons for the cemetery and discussed the flagpole and lights. The zoning in South Burlington will likely play a role in getting a flagpole at the cemetery.
- 11.1.2 At the next meeting, the Airport Commission requested that staff provide updates on the flagpole at Eldridge Cemetery
- 11.2 Staff can present an organizational chart of Airport staff at the next meeting or provide it to Commissioners via email.

## **12.0 Adjournment**

**MOTION by Greg Shepler, SECOND by Jeff Schulman to adjourn the meeting.**

**VOTING:** unanimous (6-0); motion carried.

DRAFT

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT**

**AIRPORT COMMISSION**

**MINUTES OF MEETING**

**December 3, 2025**

**Location: The Wright Room**

**1200 Airport Drive,**

**South Burlington, VT 05403**

[Hybrid meeting]

**MEMBERS PRESENT:** Tim George  
Andrew Savage  
Jeff Schulman  
Helen Riehle  
Chip Mason  
Robin Guillian  
Connor Daley

**MEMBERS ABSENT:** None

**BTV STAFF PRESENT:** Nicolas Longo, Director of Aviation  
Jesse Sprague, Executive Assistant  
Marie Friedman, Director of Finance  
Dave Carman, Deputy Director of Airport Operations  
Jeffrey Bartley, Director of Innovation and Marketing  
Romeo von Hermann, Customer Experience Manager

**OTHERS PRESENT:** Town Meeting TV

**1.0 Call to Order**

Airport Commission Chair, Tim George, called the meeting to order at 4:02 PM. Commissioners attending the meeting remotely identified themselves (Andrew Savage, Robin Guillian, Helen Riehle, Chip Mason).

**2.0 Agenda**

2.1 Approve/Adopt Agenda

MOTION by Andrew Savage SECOND by Helen Riehle, to approve the agenda as presented.

VOTING: unanimous (6-0) motion carried.

### **3.0 Public Forum**

- 3.1 No members of the public present.

Jeff Schulman joined the meeting virtually at 4:07pm

### **4.0 Consent Agenda**

- 4.1 Approval of Minutes from the Airport Commission Meeting on November 5, 2025  
MOTION by Helen Riehle, SECOND by Robin Guillian to approve the consent agenda as presented.  
VOTING: unanimous (6-0) motion carried.

### **5.0 Airport Operations Quarterly Update**

- 5.1 In addition to the written report included in the agenda packet, Deputy Director David Carman included the following:
- 5.1.1 Review of the snow removal equipment used by airport staff.
  - 5.1.2 Review of Inspection Report from the Federal Aviation Administration (FAA), received by the airport in June 2025.
  - 5.1.3 Review of the role of Airport Operations
  - 5.1.4 Presentation of the device that will be used for Aviation Worker Screening at the airport when airline employees pass through security doors.
  - 5.1.5 Members at the table passed around a bag of sodium formate. Sodium formate is used on the runway for deicing.
  - 5.1.6 The insurance inspector is visiting Leahy BTV this week
  - 5.1.7 Discussion included:
    - When items need fixing on the airfield, work orders are submitted and tasks are put into a queue to be corrected.
    - When the FAA requires corrections in response to their assessment, Leahy BTV takes photos after correction has been completed to show the correction to the FAA.
  - 5.1.8 Airport operations submit field conditions to pilots regarding runway conditions

### **6.0 Construction Update**

- In addition to the written construction update provided to the Airport Commission, Director Lackey
- 6.1 SRE building design project has been moved into construction, estimated at \$26 Million. A pre bid meeting with contractors was held yesterday to discuss the project. The building of the project will require a loan.
  - 6.2 The Airport is currently choosing the consultant for the next 5 years to assist with Stormwater Permit Management and Underground Injection Control Permit Management which includes water quality sampling analysis and reporting to test the groundwater at the airport.

### **7.0 Residential Sound Insulation Program Update**

- In addition to the written Residential Sound Insulation Update provided to the Airport Commission, Director Lackey highlighted the following:
- 7.1 Phase 3 has to be complete in December.
  - 7.2 There will be a kickoff meeting will be this week for the \$7.3 Million grant Leahy BTV received from OLDCC

- 7.3 Acoustical plan for this funding has been submitted to the FAA and received approval to start designing.

Chip Mason exited the meeting at 5pm.

## **8.0 Financial Update**

- 8.1 Operating revenues are slightly lower than last year.
- 8.2 Landing fees are lower than last year. In 2026, Breeze will start paying landing fees, and that will bring revenues up.
- 8.3 PFC Revenues are higher
- 8.4 There are restrictions regarding the collection of interests on the money in the Airport's bank accounts, so these accounts generate little revenue from interest.

## **9.0 Director's Report**

- 9.1 Review of Project NexT updates. The project will open in spring 2026.
- 9.2 United Ground Express at Leahy BTV won the Silver Safety Excellence with United Airlines
- 9.3 Director Longo, Director Lackey, along with Madison Reagan, travelled to Florida to attend the American Association of Airport Executives annual Airport Noise Conference. Director Longo moderated a session on health impacts of noise.
- 9.4 The parking garage has fully updated its parking system over to the Flash Parking system.
- 9.5 Kestrel Coffee Roasters' business is doing well in their first quarter at the Airport
- 9.6 The upcoming lease items listed in the report will be coming to Commission for approval soon
- 9.7 Director of Innovation and Marketing Jeff Bartley and Marketing Assistant Alexandra Cohen are currently in Kansas City for the Airport Councils International Marketing & Communications Conference.
- 9.8 In October, there were 80,000 outbound passengers at the airport. This is the highest amount of passengers in one month in the airport's history.
- 9.9 When a plane is delayed, there can be several reasons for the delay, including: ground stop at destination airport and timing the de-icing properly with takeoff times.

## **10.0 Commissioner Items**

- 10.1 Immigration and Customs Enforcement Update
  - 10.1.1 Commissioner Chair Tim George reported that there was not sufficient interest among the Airport Commissioners to consider action regarding the resolution presented to the Commission at the November 5, 2025 meeting.
  - 10.1.2 Commissioners discussed perspectives and opinions regarding the decision to not pursue action regarding the resolution.
  - 10.1.3 There has been no known ICE activity at the Airport since summer 2025.
  - 10.1.4 Director Longo reported that this resolution has not been reviewed by the City Council.
  - 10.1.5 There is specific language in the Airport's grant regarding ICE that court has determined to be unenforceable This was a result to a lawsuit among over 20 states that put an injunction to halt this language in the grants.

**11.0 Follow Up Items**

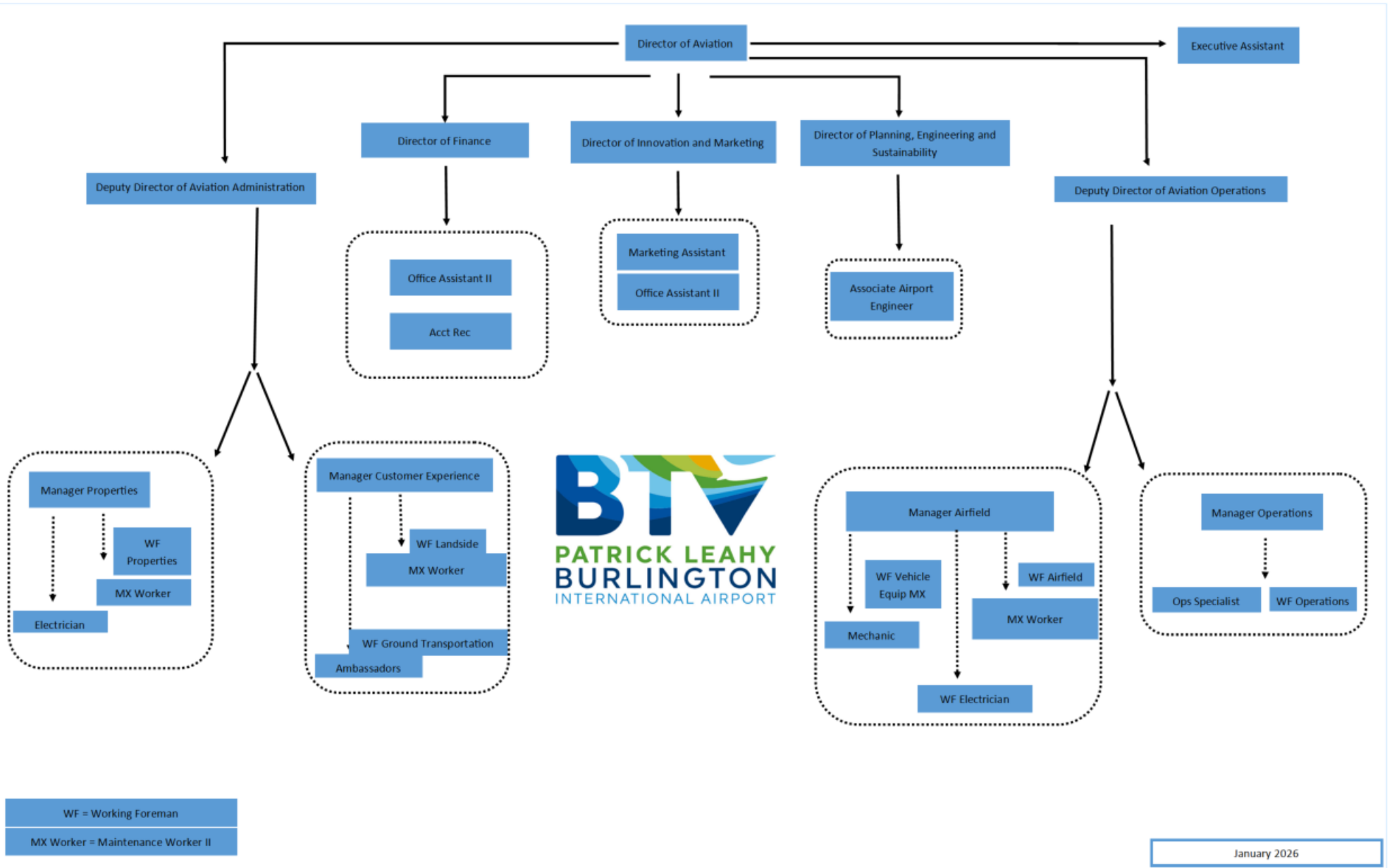
11.1 No follow up items.

**12.0 Adjournment**

**MOTION by Helen Riehle, SECOND by Robin Guillian, to adjourn the meeting.**

**VOTING: unanimous (6-0) motion carried. The meeting was adjourned at 5:47 PM.**

DRAFT



TO: City of Burlington, Airport Commission

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

DATE: January 7, 2026

SUBJECT: Request to Add Two Positions and Tier a Third Position

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**REQUEST**

The Patrick Leahy Burlington International Airport ("the Airport" or "BTV") respectfully requests approval of the reorganization of positions as presented in this memo. We would like to add one Operations Specialist and one Working Foreperson Ambassador, and to tier the Maintenance Worker position into Tier I and Tier II.

**SUMMARY**

The Airport requests the addition of these positions, and the tiering of the Maintenance Worker II position, in an effort to grow our ability to serve our community at the Airport. We believe that these improvements will allow our team to better serve the Greater Burlington community when these staffing changes go into effect. The current budget will financially accommodate these changes without a budget amendment, so we are ready to fill these positions and allow staff members to work towards the higher tier as soon as this is approved. The need for this request reflects the dedicated, hardworking team that we employ at Leahy BTV, and we are eager to see our operations see greater efficiency and craftsmanship as our team and Airport grows.

**AIRPORT OPERATIONS SPECIALIST**

Operational safety of aircraft, passengers, and others is a critical component of a commercial service airport. Due to increased airport activity, the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulatory commitments and requirements, as well as

the anticipated implementation of Safety Management Systems, we are requesting the addition of one additional Airport Operations Specialist at the airport.

Currently, Airport Operations maintains a 24/7 schedule comprised of six Airport Operations Specialists. An additional position is necessary to create margin within the schedule and provide necessary support where there is currently strain and staff fatigue, particularly during snow events and construction projects. Operations Specialists currently work back-to-back 16 hour shifts with an 8-hour rest period between shifts to meet the current need for coverage in the schedule. During winter operations, attentiveness on the airfield is crucial for safety, so minimizing the risk of fatigue and burnout is crucial. An additional Operations Specialist on staff will help to lighten the burden spread across the Operations staff in order to cover the operational requirements of the airport. As we grow and open the new terminal, an additional Operations Specialist will help the team as a whole to support the additional infrastructure of this new space.

### **WORKING FOREMAN AMBASSADOR**

When a passenger first arrives at Leahy BTV, their first touchpoint is with our team of ambassadors. This new position will serve on the ambassador team, assisting customers when they arrive at the terminal, monitors the parking garage, and is an essential part of our customer experience department. The ambassador team has a schedule that operates 24 hours per day, and currently there is no Working Foreman during the evening hours, but there is one scheduled in the morning and the afternoon. The addition of this position will ensure that regardless of when a passenger arrives or leaves, there is a solid team and supervisor present and available to help with any ground transportation or customer experience needs.

### **MAINTENANCE WORKER II**

The Airport has a team of 11 Maintenance Workers in all departments. There is currently a single position on our organizational chart, formerly classified as a Maintenance Worker II. Many members of this team are working towards certifications that add to their repertoire of qualifications. We want to recognize the efforts and expertise when an employee accomplishes an extended amount of time at the Airport, combined with certifications that they have achieved. The creation of Tier I and Tier II within the Maintenance Worker II position will allow individuals in this role to grow their skills and earning potential at the Airport. Currently, we hire all Maintenance Worker employees at a Grade 14, however, by allowing employees to gain experience, they may now qualify for a Grade 15, or Tier 2 position, once they meet the standards for this next step. This does not add additional employees to the organizational chart but rather incentivizes greater credentials and experience in their roles.

## **CONCLUSION**

Leahy BTV is proud to have a growing and dedicated team working hard to grow our airport and serve Vermonters. As we grow, our team needs to grow to support our operations and customer experience. We are excited to add and tier these respective positions as we near the opening of our new terminal. These positions will increase our efficiency in operations and allow our team to better serve airport stakeholders.

## **MOTIONS:**

### Airport Commission

1. “To recommend this organization as presented”

## City of Burlington Job Description

**Position Title:** Airport Maintenance Worker – **Tier 2**

**Department:** Airport

**Reports to:** **Assigned Manager**

**Pay Grade:** 15

**Job Code:** 427

**Exempt/Non-Exempt:** Non-Exempt

**Union:** AFSCME

**General Purpose:** This position is a highly-flexible and adaptable position responsible for performing a variety of semi-skilled and skilled tasks in the maintenance of Patrick Leahy Burlington Airport, a commercial-service airport. From a maintenance perspective, this position helps maintain safety standards required in an aviation environment as it pertains to federal, state, and local regulations, and standards. This position generally comprises three distinct areas of the airport: buildings/facilities, airfield, and landside/grounds. This position is expected to help ensure that facilities and the airfield meet the highest standards, physical readiness, and aesthetic excellence. Work is often performed under varying climatic conditions at times, requires lifting and manual labor and exposure to occupational hazards. This position is responsible for performing repair work and basic construction and maintenance of airport buildings, taxiways, runways, roadways, and related facilities

### **Essential Job Functions:**

- Operate heavy equipment including but not limited to bucket loaders with multi attachments, excavator, skid steer, forklift, bulldozers, tractors, dump trucks sweepers, blowers, high-speed runway plows, vacuum sweeper, landscape mowers and similar equipment.
- Assists with snow, ice, and contaminate removal by operating airport-specific equipment on open and closed runways, taxiways and ramps, and safety areas to include the application of surface deicer and sand.
- Operates vehicles, equipment, and tools for the removal of ice, snow, and other contaminants, and for the application of deicer and sand on airport roads, sidewalks, and parking garage surfaces.
- Removes 'foreign object debris' (FOD) which is hazardous to aircraft by cleaning runways, taxiways and ramp areas of asphalt and concrete chips and debris. This may require the use of appropriate equipment and tools.
- Repair and maintain airport roads, runways, ramps, taxiways and safety areas by patching holes, laying asphalt, grading and grass preparation and seeding as necessary to ensure compliance with federal safety standards
- Performs construction, renovation and maintenance of paved asphalt and concrete surfaces by operating jackhammers, circular saws and other tools to remedy areas that are damaged or out of compliance.
- Maintains vegetated areas on and off the airfield by mowing along taxiways and

runways, to include landscaping and grounds maintenance consistent with local and federal requirements and aesthetics.

- Multi-task and be highly effective in high-stress conditions in an airport environment. Must maintain situational awareness of other personnel, aircraft, and equipment.
- Effective oral communications via radio while in the airport environment with air traffic controllers (ATC), as well as other employees so that safe access to runways and taxiways are ensured. Have a working understanding and ability to communicate on the common traffic advisory frequency when ATC is closed.
- Maintains signage and painted markings on roadways, parking garage, runways, taxiways, and ramps requiring the use of paint stencils, and strict paint application procedures.
- Operates vehicles and equipment for surface preparation, removal and application of painted markings.
- Production of signs and decals on various underlying surfaces including but not limited to the use of vinyl printers, laminating machines, and associated equipment.
- Assists relocation of property/tenant spaces concessionaires, airlines, and other tenants.
- Assists airport electricians with basic maintenance of airfield lighting and systems to include electrical construction or renovation to airport buildings and structures.
- Assists Equipment Maintenance Technicians with general equipment maintenance to include airport vehicles, heavy equipment, welding, and snow equipment broom and plow blade changes.
- **Inspect and maintain outgoing bag-belt system, including, but not limited to, motor replacement, conveyor belt repair and replacement, bearing and pulley replacement.**
- Maintains drain and service stormwater covers and stormwater outfalls using necessary equipment. Repair and remove sediment as needed.
- Performs maintenance, renovations, and repair of airport buildings and other facilities on airport property, including but not limited to painting, sealing, carpentry, basic plumbing, wood working, fence and gate repairs, automatic door repairs, and cleaning and adjusting door components.
- Performs maintenance and replacement of specialized mechanical equipment including, but not limited to, car wash, baggage belt, and jet bridge components to include belt and motor replacements.
- Assists with the collection, storage, and disposal of waste, hazmat, and recycling consistent with environmental and regulatory requirements.
- **Will be required to rotate between Airfield, Landside, and Facilities maintenance.**
- **Will be required to act as group lead in the absence of the Working Foreperson as directed by management.**
- **Utilize the City's asset management system to build data and control inventory.**
- Proper use of Personal Protective Equipment (PPE) and following safety protocols, procedures, and policies.
- Comprehends and adheres to safety and equipment manuals.
- Maintains a clean and safe work area.
- Loads and unloads vehicles requiring manual or assisted lifting and the use of forklifts as necessary.
- Acts as "Ambassador" for the City and the Airport, while interacting with co-workers and

the public in a respectful, presentable, productive and professional manner.

- Participates in, and conducts peer-to-peer training.
- Assists the Working Foreperson with maintaining accurate inventories of equipment, tools, and materials and communicates and works with contractors and suppliers.
- Assists with on and off airport events, including, but not limited to event safety and security, crowd and traffic control, installation of temporary fencing and signage, and general set-up and breakdown.
- Provides escorts and monitors contractors unfamiliar with airport operations, pavement and lighting conditions, and equipment conditions to determine compliance with airport safety procedures and FAA safety standards and quality controls.
- Performs related work and duties as required.

**Non-Essential Functions:**

- Other duties as assigned, including operation of various types of equipment, including but not limited to special duties for other divisions of the department, and other City departments, on a seasonal or project basis.

**Qualifications/Basic Job Requirements:**

- Must pass background checks and adhere to policies associated with airport credentials, including but not limited to an Airport SIDA badge, assigned parking permits, proximity cards, and airport keys.
- **Must be in a Maintenance Worker Tier 1 position for a minimum of 2 years or possess a minimum of two (2) years' experience in a position equivalent to Airport Maintenance Worker Tier 2.**
- **Must meet the following proficiencies and certifications**
  - **Demonstrate proficiency operating airfield paint machines and truck (documented through written checklist), have a minimum of 100 (supervisor/ working foreperson-documented) hours operating paint machines and 100 (supervisor/ working foreperson-documented) hours operating the paint truck.**
  - **Must show proficiency operating snow removal equipment (MTE, blower, front end loader, 1-ton dump truck) and have 120 (supervisor/working foreperson-documented) hours of operation in each.**
  - **Must show proficiency in building maintenance tasks including, carpentry, sheetrock, plumbing, and painting and have 40 (supervisor/working foreperson-documented) hours of each.**
  - **Must have an OSHA30 Certification Before requesting Tier II.**
  - **Must have a State of Vermont Herbicide Applicator Certification before requesting Tier II.**
  - **Have at least two (2) weeks (80 hours) training with a Group Lead or Working Foreperson for group leader role.**
  - **Complete ongoing yearly minimum of twenty-four (24) hours in a supervisory or group leader role**
- High School diploma or equivalent and four years of experience in the construction trades, or related skill trades, with a background in either carpentry, electrical and/or plumbing, required.

- Previous training and experience in use of related highway and construction equipment is preferred
- Must obtain a Class B CDL within 1 year of hire and must be maintained continuously thereafter.
- Must acquire an understanding of airport communications and procedures and act safely and responsibly in the airport environment.
- Must have sufficient range of hearing and vision to detect traffic sounds, airport communications, including awareness of overhead and surrounding aircraft location, backup warning devices, and sirens.
- Attend in-house federally mandated maintenance trainings, safety briefings and informational meetings pertaining to this position.
- Must acquire the skills to effectively communicate with Air Traffic control and other vehicle operators, as well as closed ATC communications procedures while operating equipment and vehicles on the airfield.
- Must maintain effective working relationships with others in a team environment.
- Must be able to clearly communicate both verbally and written using various methods including but not limited to, email, text messages, phone, paper documents, including the creation and completion of workorders.
- Must complete annual forklift, scissor-lift, man-lift training.
- Must acquire the skill of operating heavy equipment.
- Must learn the operation of and acquire the skill of operating airport-specific snow removal equipment.
- Working knowledge of and skill in using small tools and equipment.
- Employee must not pose a direct threat to the health or safety of himself/herself or others.
- Shall possess and maintain a valid State Driver's license.
- Expected to work indoors, as well as outdoors in all-weather conditions.
- Work irregular hours (including evenings, weekends, and holidays). May be required to be on-call or work shiftwork as necessary.
- Will be required to be on-call for snow removal.
- May be expected to respond to an airport call-back during airport emergencies as per the Airport's Airport Emergency Plan in the event of an emergency or security incident.
- Ability to adhere to City's Comprehensive Personnel Policy.
- Must learn and follow VOSHA safety rules and regulations.
- Must adhere to all Federal, State, and local regulations to include, but not limited to FAA, and TSA safety and security regulations.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Maintains a professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior required.

**Physical & Mental/Reasoning Requirements; Work Environment:**

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> seeing                                  | <input checked="" type="checkbox"/> ability to move distances                       | <input checked="" type="checkbox"/> lifting (specify)                |
| <input checked="" type="checkbox"/> color perception<br>(red, green, amber) | <input checked="" type="checkbox"/> within and between<br>warehouses/offices        | <input type="checkbox"/> 100 pounds                                  |
| <input checked="" type="checkbox"/> hearing/listening                       | <input checked="" type="checkbox"/> climbing  | <input checked="" type="checkbox"/> carrying (specify)               |
| <input checked="" type="checkbox"/> clear speech                            | <input checked="" type="checkbox"/> ability to mount and<br>dismount forklift/truck | <input type="checkbox"/> pounds                                      |
| <input checked="" type="checkbox"/> touching                                | <input checked="" type="checkbox"/> pushing/pulling                                 | <input checked="" type="checkbox"/> driving (local/over<br>the road) |
| <input checked="" type="checkbox"/> dexterity                               |   |  |
| <input checked="" type="checkbox"/> hand                                    |   |  |
| <input checked="" type="checkbox"/> finger                                  |   |  |
| <input checked="" type="checkbox"/> reading - basic                         | <input checked="" type="checkbox"/> math skills - basic                             | <input checked="" type="checkbox"/> analysis/comprehension           |
| <input type="checkbox"/> reading - complex                                  | <input type="checkbox"/> math skills - complex                                      | <input checked="" type="checkbox"/> judgment/decision<br>making      |
| <input checked="" type="checkbox"/> writing - basic                         | <input type="checkbox"/> clerical   |  |
| <input type="checkbox"/> writing - complex                                  |   |  |
| <input checked="" type="checkbox"/> shift work                              | <input checked="" type="checkbox"/> outside   | <input checked="" type="checkbox"/> pressurized equipment            |
| <input checked="" type="checkbox"/> works alone                             | <input checked="" type="checkbox"/> extreme heat                                    | <input checked="" type="checkbox"/> moving objects                   |
| <input checked="" type="checkbox"/> works with others                       | <input checked="" type="checkbox"/> extreme cold                                    | <input checked="" type="checkbox"/> high places                      |
| <input checked="" type="checkbox"/> verbal contact w/others                 | <input checked="" type="checkbox"/> noise   | <input type="checkbox"/> fumes/odors                                 |
| <input checked="" type="checkbox"/> face-to-face contact                    | <input checked="" type="checkbox"/> mechanical equipment                            | <input checked="" type="checkbox"/> hazardous materials              |
| <input checked="" type="checkbox"/> inside                                  | <input checked="" type="checkbox"/> electrical equipment                            | <input checked="" type="checkbox"/> dirt/dust                        |

**Supervision:**

Directly Supervises:   0   Indirectly Supervises:   0  

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Effective 12/3/04  
Updated 03/06/2015; January 2025; November 2025

## City of Burlington Job Description

**Position Title: Airport Operations Specialist**

**Department: Airport**

**Reports to: Director of Operations**

**Pay Grade:16**

**Job Code: 425**

**Exempt/Non-Exempt: Non-Exempt**

**Union: AFSCME**

**General Purpose:** This position is responsible for assisting the Director of Airport Operations and the Operations Manager in daily management of airport facilities, reviewing aeronautical conditions and making recommendations for operational safety.

### **Essential Job Functions:**

- Conduct daily inspections of runways, taxiways, ramps and other aeronautical areas in accordance with Federal, State and Aviation operational standards.
- Conduct wildlife management in accordance with BTV's Wildlife Hazard Management Plan; including the carrying and discharging of firearms, pyrotechnics and utilization of other wildlife management techniques.
- Operate runway, taxiway, and ramp surface equipment to determine and report field conditions during air carrier operations.
- Make immediate and vital decisions affecting the continuation of air and ground operations during emergency conditions and snow removal operations in accordance with Part 139, 49 CFR 1542, and other applicable advisory circulars when applicable.
- Ensure the safe and secure operation of BTV by implementing and enforcing airport rules at the day-to-day operations level.
- Assist in coordinating the response to aircraft emergencies or aircraft in distress, HAZMAT Incidents, and medical emergencies within the terminal in accordance to the operations section of the Airport Emergency Plan. Oversee the activities of all agencies to assure compliance with airport certification requirements and FAA standards.
- Under the supervision of the Director of Operations, maintain and update the FAA approved Airport Certification Manual.
- Monitor and transmit on the FAA local Common Traffic Advisory Frequency (CTAF), the FAA Boston Center Frequency, the airport local FM Frequency, and the airport maintenance local FM Frequency while ATC Tower is closed.
- Serve as Alternate Airport Security Coordinator (AASC) to communicate and cooperate on security and customer service matters with TSA, Airport Ambassadors, Police, Customs, Air Guard, Army Guard, and airport tenants. Monitor airport access control and closed-circuit television (CCTV).
- Respond to trouble alarms and tenant complaints.
- Ensure that all airport tenants, employees, and contractors who have a need to drive on

the airfield side receive operations standard training course.

- Implement current Security Directives issued by the Transportation Security Administration.
- Ensure that ongoing airfield and terminal construction is interfaced smoothly and safely with air carrier and terminal operations by coordination with all parties concerned.
- Provide a variety of administrative support functions, including, but not limited to filing, copying, writing reports etc.
- Ensure that the public's concerns and interests, as they relate to Patrick Leahy Burlington International Airport, are met in a timely and informative manner.

**Qualifications/Basic Job Requirements:**

- BA/BS in Aviation/Airport Management or related field required.
- Additional experience may be substituted for a degree requirement on a two-for-one per year basis
- Six (6) months of experience as an Operation Specialist at a Part 139 air carrier airport preferred.
- Required to complete and pass Vermont Hunter Safety Course
- In depth knowledge of acceptable conditions for safe operation of aircraft required.
- Possesses in depth knowledge of FAR part 139
- Must have a working knowledge of TSAR Part 1540 and 1542.
- Must pass a ten year fingerprint based criminal background check and Security Threat Assessment (STA) for SIDA badge.
- Must pass a FAA approved drivers training course for Movement Area Operator certification.
- Ability to work with a diverse population with a strong commitment to equity and inclusion, among City staff and the general public.
- Must maintain a valid driver's license.
- Ability to determine exact condition of all airport surfaces through visual inspection and reports from subordinates, pilots and other personnel.
- Ability to make safe and sound assessments and decisions under pressure of emergency situations such as snowstorms and aeronautical accidents.
- Strong communication skills, both oral and written, required.
- Must be able to work rotating shifts as required
- Ability to work independently required.
- Ability to work in all weather conditions required
- May be required to be on call.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.

**Physical & Mental/Reasoning Requirements; Work Environment:**

These are the physical and mental/reasoning requirements of the position as it is typically

performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

Task/Skill/ Ability	Frequency	Task/Skill/ Ability	Frequency
X Seeing	Constant	X Ability to lift and Carry, push or pull	
X Color perception (red, green, amber)	Constant	X 0 – 5	Occasional
X Hearing/listening	Constant	X 5 -10lbs	Occasional
X Clear speech	Constant	X 10 - 25lbs	Occasional
X Touch/ Dexterity -	Constant	X 25 - 50lbs	Frequent
X Hand		X 50 - 75lbs	Frequent
X Finger		75+ lbs	Occasional
X Reading -		X Analysis/ Comprehension	Constant
Simple		X Judgment/ decision making	Constant
X Basic	Frequent	X Utilization of pressurized equipment	Occasional
Complex	Frequent	Moving objects	
X Writing -		X high places	Occasional
Simple		X fumes/odors	Occasional
X Basic	Frequent	X hazardous materials	Frequent
Complex	Frequent	X dirt/dust	Frequent
Mathematics		X vehicle operation	Constant
Simple		X Powder actuated equipment	Occasional
X Basic	Frequent	X Shooting	Occasional
Complex		X Noise exposure at or above 85db	Frequent
X Walk or move over distances under own power	Frequent		
X within offices/ building or even terrain)	Constant		
X outdoors or uneven terrain	Occasional		
X Work alone, under minimal supervision	Frequent		
X Work directly and indirectly with others	Frequent		
X Verbal contact with others	Constant		
X Face-to-face contact	Frequent		
X Work outdoors in -			
extreme heat	Frequent		
extreme cold	Frequent		

other adverse weather conditions	Frequent	█			
----------------------------------	----------	---	--	--	--

Never	Occasional	Frequent	Constant
0%	1-33%	34-66%	67-100%
0%	equal or less than 2.6 hours	2.7 -5.2 hours	equal or greater than 5.3 Hours
<b>* all times and %s are based on a the assumption of an 8 hour shift schedule</b>			

**Supervision:**

Directly Supervises:   0                        Indirectly Supervises:   0  

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Review 01/17/2024

## City of Burlington Job Description

**Position Title: Working Foreman-Ground Transportation**

**Department: Airport**

**Reports to: Director of Ground Transportation**

**Pay Grade:**

16

**Job**

**Code:**

**Exempt/Non-Exempt: None-Exempt**

**Union: AFSCME**

**General Purpose:** This position is responsible for assisting in day-to day supervision of staff and oversight of the Burlington International Airport Ground Transportation which includes Parking Garage, Taxis, TNC Operators, and Rental Cars. This position is also responsible for the flow of airport customers through all transportation avenues and supporting staff in providing customer service and safety measures.

**Essential Job Functions:** (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Oversee, train, schedule-for-coverage, resolve conflicts, empower and motivate employees.
- Offer guidance and “coaching” to employees to promote a team philosophy and principles.
- Ensure that Airport Ambassadors are knowledgeable and able to communicate information regarding the rules and regulations associated with Ground Transportation Services, in addition to the availability of all Ground Transportation services.
- Be both courteous and professional in interactions with the public and model excellent customer service and conflict resolution skills.
- Enforce airport rules and regulations and City Ordinances relating to Ground Transportation services, traffic flow, and parking of vehicles, including but not limited to, directing traffic and issuing tickets for parking and traffic violations as appropriate.
- Under general supervision, prepare correspondence with regard to various Ground Transportation procedures and guidelines.
- Understand and assist with Ground Transportation duties such as; driver and vehicle licensing, which includes collection of payment, paperwork processing, and performance of annual vehicle inspections.
- Coordinate the employee parking program by issuing cards, and receiving and recording payments for submittal to the Administration Office.
- Ensure that Ground Transportation supplies and equipment are at adequate levels, and

order supplies to allow for replacement in a timely manner.

- Prepare a variety of daily, monthly and year end reports as they relate to Ground Transportation.
- Coordinate the patrol of areas outside of the Airport Terminal and Parking Garage in addition to Employee breaks.
- Follow procedures and prevent security breaches by properly manning the North Concourse Exit Lane as directed by Airport Operations.
- Communicate and cooperate on security and customer service matters with Airport Operations and Burlington Police officers assigned to the Airport.
- Coordinate the flow of airport customers through the terminal building, roadways, and parking garage, including assisting with luggage and wheelchairs, giving directions, parking information and security requirements.
- Assist with the monitoring of vehicles in the parking garage, including directing vehicles to off premises parking when parking garage capacity has been reached.
- Respond to Ground Transportation emergencies when on-call as they arise, and resolve or inform management of matter to resolve.
- Upkeep of daily communication log between Employees and Shift Leaders.
- Continuously remain informed of airline arrival and departure schedule at the Burlington International Airport.
- Observe, understand, and be knowledgeable regarding Airport and TSA security requirements.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- High School Diploma or Equivalent and three years supervisory experience in Customer Service and/or Parking Operations required.
- Ability to obtain and maintain a Valid Vermont State driver's license.
- Must have reliable and working transportation to ensure prompt response to emergencies.
- Ability to work in a Windows based environment with knowledge of word-processing, spreadsheet and database software.
- Ability to interact with the general public, staff members, supervisors, outside contractors and various professional and private customers in a courteous and professional manner.
- Ability to deal with stressful customer confrontations in a professional manner.
- Ability to work in all climates in severe weather conditions.
- Ability to coordinate the activities of staff located in various locations.
- Ability to be on call and respond to emergency call-ins and to work weekends, nights and holidays as required.
- Ability to communicate using basic writing skills
- Ability to communicate effectively orally.
- Ability to process monetary transactions and apply basic math skills
- Ability to properly use equipment including two-way handheld radios capable of tuning into Airport frequencies.

- Must be able to stand for several hours at a time.
- Ability to train and motivate subordinate workers while leading by example.
- Experience in airport or security preferred but not required.
- Ability to obtain a Burlington International Airport Secured Area ID badge which includes a 10 year fingerprint based criminal history records check, a security threat assessment check and a written exam.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

**Physical & Mental/Reasoning Requirements; Work Environment:**

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

<input checked="" type="checkbox"/> seeing	<input checked="" type="checkbox"/> ability to move distances
<input checked="" type="checkbox"/> color perception	<input type="checkbox"/> lifting (specify) within and between
(red, green, amber)	100 pounds warehouses/offices
<input checked="" type="checkbox"/> hearing/listening	<input type="checkbox"/> carrying (specify)
	<input checked="" type="checkbox"/> climbing 100 pounds
<input checked="" type="checkbox"/> clear speech	<input checked="" type="checkbox"/> ability to mount and <input checked="" type="checkbox"/> driving (local/over
<input checked="" type="checkbox"/> touching	dismount forklift/truck the road)
<input checked="" type="checkbox"/> dexterity	<input checked="" type="checkbox"/> pushing/pulling
<input checked="" type="checkbox"/> hand	
<input checked="" type="checkbox"/> finger	
<input type="checkbox"/> reading - basic	<input checked="" type="checkbox"/> math skills - basic <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> reading - complex	analysis/comprehension <input type="checkbox"/> math skills - complex <input checked="" type="checkbox"/>

writing - basic

writing - complex

shift work

works alone

works with others

verbal contact w/others

face-to-face contact

inside

judgment/decision  
 clerical  
making

outside  
  
pressurized equipment

extreme heat  
 moving  
objects

extreme cold  
 high

places  
 noise  
 fumes/odors  
 mechanical equipment  
 hazardous

materials  
 electrical  
equipment  
dirt/dust

**Supervision:**

Directly Supervises: 10-15

Indirectly Supervises: 0

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

DATE: January 7, 2026

SUBJECT: Request to execute a ground lease with Aerodyme Corporation.

---

## **REQUEST**

The Patrick Leahy Burlington International Airport ("the Airport" or "BTV") respectfully requests approval and authorization to execute a lease with Aerodyme Corporation (Aerodyme) to operate in an Airport-owned building in Pods (also known as hangars) #1,#2 and #4, along with abutting ramp space, located at 220 Davinci Drive in South Burlington, also known as the "Alert Hangars".

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## **EXECUTIVE SUMMARY**

### **Background**

Aerodyme Corporation is a company that provides maintenance on small general aviation aircraft and has been a long-standing tenant at Leahy BTV. Aerodyme has been operating on a month-to-month lease from the Alert Hangars and wishes to expand their operations into Pod #2 of this building. There are four pods included in the Alert Hangar spaces, identified on the map below. Pod #2 was previously used by the Burlington Technical Center until recently vacating and moving to their new location adjacent to this site. Due to this vacancy and the request and growth of Aerodyme, they would now like to occupy this area.

## Lease Terms

The proposed amendment includes the following key terms:

- **Expiration:** 4-year Term from Effective Date
- **Renewal Option:** One, 1-year Extensions
- **Rental Rate:** \$2,867.76 per month, or \$34,413.08 annually
- **Annual Rent Increase:** 2.5%
- **Change in Lease Premises:** Current Lease Premises includes Pod #1 and Pod #4; New Lease Premises will include Pod #1, Pod #2, and Pod #4.

## Conclusion

Leahy BTV is proud to host many businesses at the airport to serve the local community as well as the general aviation community. Aerodyme has made its home at the airport for many years, and we hope to retain their business operations with the execution of this lease.

We respectfully request the approval and authorization to proceed with finalizing and executing the lease agreement with Aerodyme Corporation.

## MOTIONS:

### Airport Commission:

1. To approve the memo as presented

### Board of Finance:

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

### City Council:

1. To authorize the Mayor of the City of Burlington to execute the lease amendment with Aerodyme Corporation, subject to final review and approval by the City Attorney’s Office, and to take such

further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.”

**FACILITY LEASE AGREEMENT**

**between**

**THE CITY OF BURLINGTON, VERMONT**

**and**

**AERODYME CORPORATION**

**dated as of**

**October 1, 2025**

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## AERONAUTICAL FACILITY LEASE AGREEMENT

THIS AERONAUTICAL FACILITY LEASE AGREEMENT (this “Agreement”) effective as of this first (1<sup>st</sup>) day of October, 2025 (the “Effective Date”), by and between the CITY OF BURLINGTON, VERMONT, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont (the “City”), and AERODYME CORPORATION, a Delaware corporation (“Lessee” and, together with the City, the “Parties” and each a “Party”).

### RECITALS

WHEREAS, the City is the owner and operator of the Patrick Leahy Burlington International Airport in South Burlington, Vermont (the “Airport”);

WHEREAS, the City has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, the City owns that certain real property and facilities located within the Airport legally described and/or depicted on **Exhibit A** attached hereto and made part hereof, and generally known as Pod #1 and Pod #4 of the City- owned Alert Hangar Building located at 274 Valley Road, South Burlington, Vermont 05403, plus adjacent ramp space (together, the “Leased Premises”); WHEREAS, the City desires to lease the Leased Premises to Lessee for aeronautical purposes beneficial to the City, the aviation community, and the general public, specifically aeronautical maintenance services; and

WHEREAS, the Parties hereto wish to memorialize their agreement herein and they agree as follows:

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

#### ARTICLE I DEFINITIONS

##### Section 1.1 Definitions.

- A. “Agreement” shall have the meaning set forth in the Preamble.
- B. “Airport” shall mean the Patrick Leahy Burlington International Airport located in South Burlington, Vermont.
- C. “Airport Rules and Regulations” shall mean all Airport rules, regulations, and policies adopted by the City, including but not limited to the Airport rules and regulations in Appendix E of the City Charter, as may be amended from time to time.

D. “Applicable Laws and Regulations” shall mean any and all existing and future federal, state, and local laws, rules, and regulations (as amended or otherwise modified from time to time) that are applicable to this Agreement, Lessee’s construction of the Improvements, and Lessee’s use, occupancy, or operations at the Leased Premises, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the Term, including, but not limited to, the Airport Rules and Regulations, the Grant Assurances, master plans and zoning codes, Environmental Laws, any and all plans and programs developed in compliance with such requirements.

E. “Authorized Use” shall mean the aeronautical use and occupancy of the Leased Premises by Lessee for: (i) the maintenance of small general aviation aircraft and to conduct other aeronautical activities in support of such operations; (ii) the parking of general aviation aircraft on which maintenance is or will be performed by Lessee; and (iii) to otherwise perform any of Lessee’s obligations, rights, or privileges set forth in this Agreement upon the Leased Premises, subject to the terms and conditions herein.

F. “Base Rent” shall have the meaning set forth in Section 3.1(A) herein.

G. “City” shall mean the City of Burlington, Vermont, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont.

H. “Cure Period” shall have the meaning set forth in Section 10.1(A).

I. “Default” shall mean Lessee’s or the City’s breach of this Agreement as set forth in Section 10.1(A) and Section 10.2(B), respectively.

J. “Electronic Payment” shall have the meaning set forth in Section 3.4 herein.

K. “Electronic Payment Notice” shall have the meaning set forth in Section 3.4 herein.

L. “Environmental Laws” shall mean all and include all applicable federal, state, local statutes, ordinances, regulations and rules relating to protection of environmental quality and human health and safety (as relates to exposure to Hazardous Materials), including contamination and clean-up of Hazardous Materials, as they currently exist or may exist in the future, including, without limitation, the Vermont Hazardous Waste Management Regulations; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.

- M. “Existing Facilities” shall have the meaning set forth in the Recitals.
- N. “FAA” shall mean the United States Federal Aviation Administration.
- O. “FF&E” shall mean movable free-standing office pods, equipment enclosures, and storage racks that are affixed only to the floor, removable Lessee heating and cooling equipment, furniture, fixtures, and other equipment that are not permanently affixed to the Leased Premises.
- P. “Force Majeure Event” shall mean an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law.
- Q. “Governmental Authority” or “Governmental Authorities” shall mean any federal, state, county, municipal, or other governmental entity (including but not limited to the City in its governmental capacity), or any subdivision thereof, with regulatory or administrative authority, pursuant to Applicable Laws and Regulations, over Lessee, Lessee’s operations, the Authorized Use, the Airport, or aeronautical or nonaeronautical operations at or with respect to the Airport.
- R. “Grant Assurances” shall have the meaning set forth in Section 12.5.
- S. “Hazardous Materials” shall mean any material, substance or waste that is defined, listed or regulated as hazardous, toxic, a pollutant, a contaminant, or words of similar import and meaning under any Environmental Law, including oil or petroleum products and asbestos.
- T. “Homeland Security” shall mean the United States Department of Homeland Security.
- U. “Improvements” shall mean any and all buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements, including tenant improvements, to be located, installed, or constructed on the Leased Premises by Lessee.
- V. “Leased Premises” shall have the meaning set forth in Section 2.1 and as further described and/or depicted in **Exhibit A**.
- W. “Lessee” shall have the meaning set forth in the Preamble.
- X. “Lessee’s Associates” shall mean Lessee’s employees, officers, directors, personnel, approved sublessees, contractors, subcontractors, suppliers, agents, invitees, and other representatives.
- Y. “SIDA” shall mean the Secure Identification Display Area as designated by the City.
- Z. “Term” shall mean the duration of time in which this Agreement is effective, inclusive of the original term and any extensions thereof as specified in Section 2.3.

- AA. “Option Term” shall have the meaning set forth in Section 2.3.
- BB. “Parking Lot” shall have the meaning set forth in Section 2.2.
- CC. “Plans and Specifications” shall have the meaning set forth in Section 6.1.
- DD. “Property” shall have the meaning set forth in the Recitals.
- EE. “Ramp Area” shall have the meaning set forth in Section 2.2 and as outlined in Exhibit A.
- FF. “Rent Adjustment Date” shall mean the date upon which Rent is adjusted pursuant to Section 3.1(B).
- GG. “Rent” shall mean all amounts due and payable under this Agreement in accordance with Section 3.1, including but not limited to Base Rent, any adjustments thereto, charges, fees, and any interest accruing on the same.
- HH. “Relocation Date” shall mean the date selected by the City or Lessee in which Lessee must relocate from Pod #4 to Pod #2 and Pod #1, as outlined in Exhibit A and Exhibit A-1.
- II. “TSA” shall mean the United States Transportation Security Administration.
- JJ. “Year” as used in this Agreement shall mean the twelve-month period beginning on the Effective Date, with successive years commencing on the anniversary of the Effective Date.

**ARTICLE II  
LEASE OF LEASED PREMISES; TERM**

**Section 2.1 Lease of Leased Premises.**

A. The City hereby leases to Lessee, and Lessee hereby rents from the City for its exclusive use, Leased Premises, for and during the Term, and subject to the terms, provisions, and conditions set forth in this Agreement.

B. The Parties understand and agree that the City intends to demolish Pod #4 during the Term, and that Lessee will relocate from Pod #4 to Pod #2 and Pod #1 (the “Pod Swap”). The City shall provide no less than 90 days’ written notice to Lessee of the intended effective date of the Pod Swap (“Relocation Date”), to be determined by the City in its reasonable discretion, however the City will not request this Relocation Date within the first year of the term of this agreement. Lessee shall vacate Pod #4 no later than the Relocation Date, and Pod#4 shall thereafter no longer be part of the Leased Premises. The City has provided to Lessee Exhibit A-1 showing Pod #2 as part of the Leased Premises, and Exhibit A-1 shall supersede the existing Exhibit A, without necessity of amendment, as of the Relocation Date. All terms and conditions of this Lease shall apply to Pod #2 as part of the Leased Premises.

C. Lessee shall be entitled to vacate Pod#4 at its own discretion at any time with no less than 90 days’ written notice to the City of the intended effective Relocation Date.

**Section 2.2 Parking.**

The City hereby grants Lessee a non-exclusive license to utilize the shared parking lot located within the property at 274 Valley Road, South Burlington, VT, 05403 (“Parking Lot”) for the parking of vehicles by Lessee, its employees, agents, visitors, and invitees (customers and clients). The City may regulate the use of the Parking Lot in its sole discretion. No overnight parking is permitted in the Parking Lot without the prior written consent of the City. Overnight parking of not more than three business vehicles, in addition to a utility trailer, boom lift and plow truck owned by Lessee is acceptable to the City.

**Section 2.3 Term.**

The term of this Agreement shall be for a period of four (4) years commencing on the Effective Date, and unless sooner terminated pursuant to the provisions of this Agreement (the “Term”). The Term may be extended by two (2) optional renewals for an additional 1 (1) year each (“Option Term”). Lessee shall submit a written request to exercise the Option Term to the City not more than one (1) year and not less than ninety (90) days prior to the scheduled expiration of the Term, and the City may grant or deny the Option Term in its reasonable discretion. If the City does not provide Lessee with written notice of decision to grant or deny the Option Term within thirty (30) days of Lessee’s request to exercise such Option Term, the City shall be deemed to have granted the Option Term. Any reference to the “Term” herein shall be inclusive of the Option Term, if exercised and granted.

**Section 2.4 Holding Over; Rights at Expiration.**

A. *Holding Over.* If Lessee retains all or any portion of the Leased Premises after the termination of the Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by the City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to the City as liquidated damages, and not as a penalty, One Hundred Fifty Percent (150%) of the amount otherwise payable hereunder (at the level applicable for the immediately preceding Rent Adjustment Date) that would have been due during the period of time Lessee remains in possession of the Leased Property. All provisions of this Agreement shall remain in full force and effect during such holdover period. The City’s acceptance of Rent after such termination shall not result in a renewal of this Agreement, nor affect the City’s right of re-entry or any rights of the City hereunder or as otherwise provided by law. If Lessee fails to vacate the Leased Premises despite the City’s termination and demand(s) to vacate, Lessee shall indemnify and hold the City harmless from all loss or liability including, without limitation, any claim made by any succeeding lessee resulting from such failure to surrender, together with interest, reasonable attorney’s fees, costs, and expenses.

B. *Ownership of Improvements Upon Termination.* Upon the expiration or termination of the Term, any Improvements and permanent fixtures on the Leased Premises shall immediately become property of the City and no compensation will be paid by the City for any such Improvements or fixtures. Lessee agrees that neither it nor any successor or assign of Lessee will pursue or file any claim against the City claiming compensation for the cost of any Improvements

under a theory of condemnation inverse or otherwise or for any taking and further releases the City from any claim, presently or in the future, of any damages related to this Section 2.4(B).

C. *Return of Premises.* Upon the expiration or termination of the Term, Lessee shall at its own expense: (i) deliver the Leased Premises to the City in as good a condition as of the Effective Date (or if later improved, as so improved), the condition of the space prior to it being delivered is documented in photos included in **Exhibit B** attached hereto, excepting only casualty, condemnation, and normal wear and tear; (ii) remove all of Lessee's personal property (including its FF&E and trade fixtures, if any) and possessions from the Leased Premises. Lessee shall, at its sole cost and expense, repair any damage to the Leased Premises caused by Lessee's removal of such personal property. Any of Lessee's personal items remaining in or on the Leased Premises after the expiration or termination of this Agreement shall be deemed abandoned by Lessee and become the sole property of the City.

### **Section 2.5 City's Right of Entry.**

A. *Inspection of Leased Premises.* The City, through its duly authorized agents, shall have at any time the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection and maintenance and to investigate compliance with the terms of this Agreement; provided that, except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not unreasonably interfere with Lessee's Authorized Use of the Leased Premises. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities to permit the exercise of the City's rights hereunder.

B. *Facility Maintenance.* The City, through its duly authorized agents, shall have the right to enter the Leased Premises, upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, to (i) perform essential maintenance, repair, relocation, or removal of existing underground or overhead facilities owned by the City, including but not limited to wires, pipes, drains, cables, and conduits located on or across the Leased Premises, and (ii) to construct, maintain, repair, relocate, and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided that such work shall not unreasonably disrupt or unduly interfere with the Authorized Use or permitted operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure to do so, except as otherwise set forth in Section 6.2, Section 6.3, Article VIII, and this section. Furthermore, nothing herein shall be construed to lessen Lessee's responsibilities under Section 6.2. The City shall not be liable for any damage to the Leased Premises, any other property in Lessee's possession, or any other persons, improvements, or personal property located in or thereupon, other than to repair or remedy such damage as may be occasioned by any activity undertaken by the City under this Agreement.

### **Section 2.6 Ownership of Leased Premises.**

The City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of the City during the entire term of this Agreement and thereafter.

**ARTICLE III  
RENTAL; SECURITY DEPOSIT**

**Section 3.1 Rent.**

In consideration for the use of the Leased Premises herein granted, Lessee shall pay to the City the rental amounts as set forth below (the "Rent").

A. *Base Rent.* Beginning on the Effective Date, Lessee shall pay to the City Rent equaling a total annual sum of THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND EIGHT CENTS (**\$34,413.08**), payable in equal monthly installments of TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN DOLLARS AND SEVENTY SIX (**\$2,867.76**) (the "Base Rent"), calculated as set forth in Section 3.1(C). Rent shall be recalculated to no longer include Pod #4 after the Relocation Date regardless of whether the City or Lessee triggered the release of Pod#4

B. *Rent Adjustment.* Beginning in the second (2<sup>nd</sup>) Year of the Term, the Base Rent shall be increased on each anniversary of the Effective Date during the Term (each a "Rent Adjustment Date") by not more than two and one-half percent (2.5%) annually.

C. *Rent Calculation:* Pod #1 \$917.21, Pod#2, \$1,134.23, and Pod#4 \$816.32.

**Section 3.2 Insufficient Funds Charge.**

There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing.

**Section 3.3 Time and Place of Payments.**

Lessee shall pay the City Rent on a monthly basis without demand and in advance on or before the first (1<sup>st</sup>) day of each calendar month during the Term. If the Effective Date does not fall on the first (1<sup>st</sup>) day of a calendar month, Lessee shall pay to the City, on or before the Effective Date, Rent prorated for the first (1<sup>st</sup>) month of the Term. Lessee shall pay to the City Rent, Additional Rent, and all other amounts due and payable under this Agreement to the City by check, made at the office of the Director of Aviation, Burlington International Airport, located at 1200 Airport Drive #1, South Burlington, Vermont 05403, or in the manner otherwise prescribed by the City after written notice to Lessee.

**Section 3.4 Electronic Payment.**

Upon no less than thirty (30) days prior written notice to Lessee (the "Electronic Payment Notice"), the City shall have the right to require Lessee to make subsequent payments of Rent, any additional back rent, and other monies due pursuant to the terms of this Agreement by means of electronic funds transfer determined by the City in its sole and absolute discretion (the "Electronic Payment"). The Electronic Payment Notice shall set forth the proper bank ABA number, account number, and designation of the account to which such Electric Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee's bank or financial

institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment.

**Section 3.5 Failure to Pay Rent, Fees, or Charges.**

In the event Lessee fails to make timely payment of any Rent, fees, charges, or other amounts due and payable in accordance with the terms of this Agreement within ten (10) days of the date due, interest at the rate of two and one half percent (2.5%) shall accrue against the delinquent amounts from the date due until the date payment is received by the City. Notwithstanding the foregoing, the City shall not be prevented from utilizing the remedies under this Agreement or otherwise available at law or in equity to recover such delinquent amounts.

**Section 3.6 Additional Rent.**

Lessee shall pay as Additional Rent hereunder the following payments to the City in the manner prescribed herein.

A. *Real Estate Taxes.* Lessee shall pay the City Lessee's proportionate share of all real estate taxes paid by the City assessed against the Leased Premises in the relevant real estate assessment. Lessee's proportionate share shall be calculated as the ratio that the total square footage of the Leased Premises bears to the total square footage of all other land and buildings included in the real estate assessment.

B. *Casualty Insurance.* Lessee shall pay the City Lessee's proportionate share of all casualty insurance paid by the City, including any premiums payable by the City covering the Leased Premises in which the building and improvements are located.

C. *Payment.* All payments required this Section 3.6 shall be made in monthly installments by Lessee to the City on or before the first (1<sup>st</sup>) day of each calendar month, in advance, in an amount estimated by the City as evidenced by a written notice thereof, together with reasonable supporting documentation, delivered from the City to Lessee before the start of each Year. Within thirty (30) days after the end of each Year, the City shall provide Lessee with a statement (a "Reconciliation Statement") showing in reasonable detail the actual amounts incurred by the City during such Year. Lessee shall be entitled to inspect and examine and/or have a reputable independent certified public accountant or other consultant, paid on a non-contingency basis, selected by Lessee audit the books and records of the City relating to the determination of the Reconciliation Statement. If Lessee disputes any amounts shown in the Reconciliation Statement after concluding its audit, Lessee shall give the City a notice specifying in reasonable detail the basis for Lessee's disagreement and the amount of the Additional Rent payment refund Lessee claims is due. Lessee's notice shall be delivered within ten (10) days after the date Lessee concludes its audit and no later than six (6) months after Lessee's receipt of the Reconciliation Statement. The Parties shall make good faith efforts to reach mutual agreement on the claims made in Lessee's notice. If the total amount paid by Lessee under this section for any Year during the Term shall be less than the actual amount due from Lessee for such Year, Lessee shall pay to the City the difference between the amount paid by Lessee and the actual amount due within ten (10) days after (i) Lessee's receipt of the Reconciliation Statement, (ii) the date Lessee concludes its

audit, or (iii) the Parties reach mutual agreement on the claims made in Lessee's notice, as the case may be. If the total amount paid by Lessee hereunder for any Year of the Term shall exceed such actual amount due from Lessee for such Year, such excess shall be credited against the next monthly installment or installments of Additional Rent due from Lessee to the City hereunder or, if such excess occurs in the last lease Year, it shall be promptly paid to Lessee. For the Years in which this Agreement commences and terminates, the provisions of this section shall apply, and Lessee's liability for its proportionate share of any taxes and assessments and insurance premiums for such Years shall be subject to a pro rata adjustment based on the number of days of said Years during which the Term of this Agreement is in effect.

**ARTICLE IV**  
**OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES**

**Section 4.1 Condition of Leased Premises.**

Lessee accepts the Leased Premises as is, and subject to the Pod Swap. Lessee releases the City and holds it and its officers, directors, employees, and agents harmless for any claims arising out of any condition of the Leased Premises.

**Section 4.2 Improvements.**

Lessee shall not make any Improvements without advanced written approval by the City. Lessee shall be solely responsible for all costs associated with any Improvements, without reimbursement or further consideration from the City.

**Section 4.3 Access.**

Lessee and Lessee's Associates may ingress and egress at all times across the common areas of the Airport (in the areas designated by the City, for the purposes for which they were designed, and as permitted by Applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Lessee's Authorized Use of the Leased Premises. Lessee shall comply, and shall cause Lessee's Associates to comply, with any ground vehicle driver training program the City may require. During special events at the Airport, Lessee acknowledges that the standard operating procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by the City. The City will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises, at least five (5) days prior to such alteration, and shall provide Lessee with a reasonable alternative for access to and from the Leased Premises. Lessee's failure to comply with the altered procedure is a Default of this Agreement, which shall be subject to the Cure Period as set forth in Section 10.1(A).

**Section 4.4 Use of Leased Premises.**

At all times during the Term, Lessee shall use the Leased Premises only for the Authorized Use, subject to the terms and conditions of this Agreement. Unless otherwise approved in writing by the City, the Ramp Area shall be used solely for the parking of general aviation aircraft on which maintenance will be performed by Lessee, per the terms of this Agreement.

**Section 4.5 No Unauthorized or Prohibited Use.**

Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for the Authorized Use and other purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized or prohibited use of the same. Prohibited uses include, but are not limited to: restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Applicable Laws and Regulations; non-aeronautical uses that impede the aeronautical utility of the Airport; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of parking areas in a manner not authorized by the City; any use that would interfere with Airport operations, threaten the safety or efficiency of such operations or Airport users, or violate any Applicable Laws and Regulations; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premises.

**Section 4.6 Compliance with Laws.**

Lessee shall comply, and cause Lessee's Associates to comply, with any and all Applicable Laws and Regulations and all permits and licenses which may be necessary or required for the Authorized Use, including but not limited to the construction of any Improvements. Upon the City's written request, Lessee shall verify, within a reasonable time, compliance with any Applicable Laws and Regulations. Lessee and Lessee's Associates shall also comply with the Airport Security Plan and all lawful, reasonable, and nondiscriminatory Airport policies. Lessee shall conduct the Authorized Use only in accordance with the Minimum Standards, as they may be amended from time to time. Lessee's failure to comply with the Minimum Standards shall be a breach of this Agreement. Lessee may not park or store any non-aircraft Vehicles including motorcycles, recreational vehicles, boats, trailers, or any personal items within the Leased Premises. Lessee shall promptly remove any noncompliant personal property from the Leased Premises upon written notice from the Director of Aviation.

**Section 4.7 Permits and Licenses.**

Lessee, at its sole cost and expense, shall obtain and maintain in current status all permits and licenses that are required under any Applicable Laws and Regulations in connection with this Agreement, including but not limited to the Authorized Use, Lessee's construction and/or installation of any Improvements, and Lessee's use, occupancy, or operations at the Leased Premises or the Airport. Lessee shall furnish copies of all such permits and licenses to the City upon the request of the City.

**Section 4.8 Payment of Taxes.**

Lessee shall timely pay all taxes, fees, assessments, and levies related to Lessee's use, occupancy, or operations at the Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements).

**Section 4.9 No Liens.**

Lessee shall pay for all labor done or materials furnished in the repair, replacement, maintenance, development, or improvement of the Leased Premises by Lessee and shall keep the Leased Premises, Improvements, and Lessee's interest therein free and clear of any lien or encumbrance created by Lessee's act or omission, or that of Lessee's Associates. Within thirty (30) days of the filing of any lien or claim, Lessee shall pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, the Improvements, or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with labor done or materials furnished in the repair, replacement, maintenance, development or improvement of the Leased Premises. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to the City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged in the event that such contest is determined against Lessee or the City. Lessee shall give timely notice to the City of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against the City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable.

**Section 4.10 ADA.**

Lessee shall, at its own expense, comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in designing, constructing, and operating the Improvements. Lessee shall be subject to this obligation regardless of whether any Governmental Authority requires the City to be the applicant of record. The City shall, at its own expense, ensure that the Leased Premises comply with such guidelines.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES**

**Section 5.1 Representations by the City.**

The City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the City.

**Section 5.2 Representations by Lessee.**

Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

**ARTICLE VI  
OBLIGATIONS OF LESSEE**

**Section 6.1 Plans and Specifications.**

With respect to any Improvements, Lessee shall, at its sole cost and expense, select qualified architects and engineers to prepare, as applicable, the architectural, site, structural, mechanical and/or electrical drawings and specifications for the Improvements as required by the appropriate local planning and zoning authorities and pursuant to this Agreement and all Applicable Laws and Regulations (collectively, the “Plans and Specifications”). Before implementing the Plans and Specifications or any changes thereto, Lessee shall obtain the City’s prior written approval of such Plans and Specifications and any changes thereto, which approval shall not be unreasonably withheld.

**Section 6.2 Operations and Maintenance.**

The City shall make all capital repairs that it deems reasonably necessary to ensure continuous and sound operation of the Leased Premises, in its sole discretion, during the Term. As used herein, “capital repairs” includes repairs to the structure of the building on the Leased Premises and operating systems, including, without limitation, the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical. Lessee, at its sole cost and expense, shall be responsible for maintenance, other than capital repairs, of the Leased Premises, all Improvements, and all FF&E thereon in a condition that is clean, free of debris, safe, sanitary, and in good repair (including, without limitation, the Improvements to the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical). Lessee, at its sole cost and expense, shall at its own expense create, execute, and maintain a comprehensive snow removal and landscaping plan for the Leased Premises. Lessee shall perform all work, maintenance, and repairs in accordance with Applicable Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet the standards set forth in this Section 6.2. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard and shall not use areas outside of enclosed buildings for storage. Lessee shall store trash in covered metal receptacles and shall not accumulate or permit the accumulation of any trash, refuse, or debris on the Leased Premises. Any Hazardous Materials shall be governed by Article 7. Failure to maintain the Leased Premises, Improvements, or FF&E in a state of good repair or in the condition required by this Section 6.2 shall be a Default, which shall be subject to the Cure Period as set forth in Section 10.1(A).

**Section 6.3 Utilities.**

Lessee shall furnish to the Leased Premises and pay for all utilities, including but not limited to telephone, gas, electric power, water, heat, air conditioning, sewer, storm water, janitorial services, and garbage and trash removal associated with the Leased Premises and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by Lessee’s use of the Leased Premises. Any repairs of the utility lines other than those which are the responsibility of the utility service are the responsibility of Lessee, except that the City shall be responsible for repairing any damages the City causes to the

utility lines. If utilities are billed to a common meter, Lessee shall pay to the City the pro-rated amount based on square footage of the Leased Premises, unless such utility usage results from an activity undertaken by the City within the Leased Premises.

**Section 6.4 Signs.**

Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Lessee obtains the consent of the City, Lessee shall be responsible for all costs and labor associated with such signage.

**Section 6.5 Security.**

Lessee shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the City for the administration of the Airport, including but not limited to training and Secure Identification Area (SIDA) Badging requirements.

**Section 6.6 Obstruction Lights.**

Lessee shall, at its expense, provide and maintain obstruction lights on any structure on the Leased Premises if required by the City or FAA regulations. Any obstruction lights so required shall comply with the specifications and standards established for such installations by the City or FAA.

**Section 6.7 Trash, Garbage and Other Refuse.**

Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage, and other refuse caused as a result of its operation on the Leased Premises. Lessee is responsible for disposal and payment of such services pursuant to Section 6.3. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

**Section 6.8 Supervision.**

Lessee shall ensure that management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee. Upon the City's request, Lessee shall identify such representative, and any successor, in writing to the City.

**ARTICLE VII  
ENVIRONMENTAL CONDITIONS**

**Section 7.1 General Conditions.**

A. *Environmental Representations.* Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:

(i) Lessee shall comply, and cause all Lessee's Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and accepts full responsibility and liability for such compliance. In the event of any noncompliance with Environmental Laws, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.

(ii) Lessee is knowledgeable of any and all Environmental Laws applicable to Lessee's use and occupancy of the Leased Premises, including all operations conducted thereto. Lessee shall keep informed of future changes in Environmental Laws.

(iii) Lessee and Lessee's Associates have been fully and properly trained in the handling and storage of all Hazardous Materials and other pollutants and contaminants regularly used by Lessee or Lessee's Associates on the Leased Premises, and such training complies with any and all applicable Environmental Laws.

(iv) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of, and excepting, those quantities required to carry out the Authorized Use, if any, and that all such Hazardous Materials will be stored, used, and disposed of in accordance with all applicable Environmental Laws.

(v) Lessee shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.

(vi) Lessee agrees to cooperate with any investigation, audit, or inquiry by the City or any Governmental Authority regarding possible violation of any Environmental Laws at the Leased Premises.

B. *Generator of Hazardous Waste.* If Lessee is deemed to be a generator of Hazardous Materials or hazardous waste, as defined by applicable Environmental Laws, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

C. *Inventory List.* Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials on the Leased Premises, whether stored, disposed of, or recycled by Lessee, which shall be available for inspection at any time on the Leased Premises by the City, fire department officials, or other personnel of Governmental Authorities having

jurisdiction over the Leased Premises, for implementation of proper storage, handling, and disposal procedures.

D. *Notification and Copies.* Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to the City or such other Governmental Authorities as required by the applicable Environmental Laws. In the event of any release or threatened release of Hazardous Materials caused by or discovered by Lessee or any Lessee Associate at, on, under, or about the Leased Premises, Lessee shall provide notice to the City of all known facts pertinent to such release or threatened release within twenty-four (24) hours. In the event any claim, demand, complaint, or action arising under Environmental Laws is made or taken against Lessee with respect to activities on the Leased Premises, or if Lessee receives any notice pertaining to Lessee's failure or alleged failure to comply with any Environmental Laws at the Leased Premises, Lessee shall notify the City of all known facts pertinent to such claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all claims, demands, complaints, notices, or actions so made no later than three days following receipt of the same. If Lessee is required by any Environmental Laws or applicable Governmental Authority to file any notice or report of a release or threatened release at, on, under or about the Leased Premises, Lessee shall simultaneously provide a copy of such notice or report to the City. Lessee shall provide to the City the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number in case of any release, spill, leak, or other emergency situation involving Hazardous Materials at the Leased Premises.

E. *Environmental Permits.* Lessee at its expense, shall obtain, maintain, and comply with any and all permits required by any Environmental Laws to conduct the activities or business in which Lessee or Lessee's Associates will engage on the Leased Premises. Lessee agrees to provide the City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

F. *Recordkeeping.* Lessee shall maintain, in an orderly and easily accessible manner, all correspondence and communications with any Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated or disposed of in, on or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates. Lessee must maintain these records for the period of time as is required by Environmental Laws or three (3) years following termination of this Agreement, whichever time is longer; provided that, prior to their destruction, the City shall be provided notice and a reasonable opportunity to request delivery of an electronic copy of such records.

G. *Review of Environmental Documents.* At the City's written request, Lessee shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all non-privileged correspondence and communications with Governmental Authority, records, or other information, to the extent required to be maintained pursuant to this Article 7, evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated, managed, or disposed of in, on, or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates.

H. *Access for Environmental Inspection.* The City shall have access to the Leased Premises upon reasonable prior written notice to inspect the same in order to confirm that Lessee is in compliance with the requirements of this Article 7; provided, however, that the City may enter the Leased Premises for such purposes without prior written notice in the event of an emergency that, in the City's reasonable discretion, poses an imminent risk of material harm to the environment or human health pursuant to Environmental Laws, as determined by the City. Lessee agrees to fully cooperate with any such inspections; provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City reasonably believes or has received information leading it to reasonably believe that Lessee's operations are not in compliance with the requirements of this Article 7, and Lessee fails to produce documentation or other evidence of Lessee's compliance within a reasonable timeframe following receipt of written request by the City, then, the City may request, and Lessee shall conduct, such inspection, testing, and analysis as the City reasonably deems necessary to ascertain whether Lessee is in compliance with this Article 7. Lessee shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent environmental consultants chosen by Lessee, but such environmental consultants, and the scope and the methods of such investigation, shall be subject to the City's approval, which shall not be unreasonably withheld. Lessee shall provide copies of any and all relevant reports prepared by such experts to the City within a reasonable time after Lessee receives such reports.

I. *Violations.* If the City receives a notice from any Governmental Authority asserting a violation by Lessee of any Environmental Laws at or relating to the Leased Premises or Lessee's covenants and agreements contained herein, or if the City otherwise has reasonable grounds upon which to believe that such a violation has occurred, the City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises and/or perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost, or expense to the City. The City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises unless Lessee's alleged violation or environmental condition poses a risk to the health, safety, or security of Airport users or Airport operations. If Lessee receives a written notice of violation, written notice of an enforcement action, or other written notice of noncompliance, Lessee shall provide a copy of same to the City within three (3) days of receipt by Lessee or Lessee's agent.

**Section 7.2 Obligations upon Termination; Remediation.**

A. *Removal of Hazardous Materials.* Upon any expiration or termination of this Agreement, Lessee shall demonstrate to the City's reasonable satisfaction that Lessee has removed any and all Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. Lessee shall provide the City with copies of all waste manifests for Hazardous Materials removed from the Leased Premises at least thirty (30) days prior to the termination or expiration date of the Agreement. If Lessee or Lessee's Associates cause a release of Hazardous Materials or otherwise cause the contamination of the Leased Premises

constituting a violation of Environmental Law, Lessee shall bear all costs and responsibility for the required clean up and remediation to the extent required by an applicable Governmental Authority for compliance with Environmental Laws, and shall indemnify and hold the City harmless therefrom.

B. *Remediation.* Lessee, at its sole cost and expense, shall undertake all necessary steps to remedy and remediate a release of Hazardous Materials or other condition on the Leased Premises, as required for compliance with applicable Environmental Laws or the requirements of this Agreement to the extent caused by, or resulting from the activities, conduct, or omissions of Lessee or its Lessee's Associates. The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary for compliance with applicable Environmental Laws. Notwithstanding the foregoing, Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required for the City's future commercial use of the Leased Premises. If the City is unable, after commercially reasonable efforts, to lease the Leased Premises during any period of cleanup and remediation due to the environmental condition or cleanup work being performed for a period of one year following termination or expiration of this Agreement, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

C. *Step-In Rights.* Notwithstanding Lessee's obligations under this Article 7, the City and any Governmental Authorities shall at all times have the right, should Lessee fail to comply with its obligations under Section 7.2, after reasonable advance written notice, which shall include a reasonable opportunity to cure (except where a Governmental Authority other than the City is empowered by Applicable Law to act without notice), or immediately, if necessary to prevent additional harm to the environment, to take any and all actions as they individually or collectively may reasonably deem necessary to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes, or threatens to cause a release of Hazardous Materials or other condition in violation of Environmental Laws at, under, or about the Leased Premises. Lessee agrees to cooperate with any and all such actions.

**Section 7.3 No Liability for Business Interruption.**

The City shall not be responsible to Lessee or any Lessee Associate for any Hazardous Materials in existence in, on, under, or migrating from the Leased Premises or at the Airport, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, Lessee's Associates, customers, or clients, except to the extent such conditions are caused by the actions or omissions of the City or otherwise existed in, on or under the Leased Premises prior to Lessee's first occupancy thereof (which may pre-date the Effective Date), except to the extent exacerbated by Lessee's acts or omissions.

**Section 7.4 Environmental Indemnification.**

A. *Indemnification of the City.* In addition to any indemnification set forth elsewhere in this Agreement, Lessee hereby indemnifies and agrees to defend and hold harmless the City from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous

Materials caused by Lessee or any of Lessee's Associates at the Leased Premises, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or in violation of any Environmental Laws due to Lessee's or Lessee's Associate's management, control, authorization, handling, possession, or use of Hazardous Materials; (ii) any breach by Lessee of any of its warranties, representations, or covenants in this Article 7; (iii) Lessee's violation of Environmental Laws at or affecting the Leased Premises or in the course of Lessee's operation thereof; or (iv) Lessee's remediation of, or failure to remediate, Hazardous Materials as required by this Agreement. Lessee's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises or any part thereof, except that, in the event that the City recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii), or (iv) above, the City may not recover the same funds from Lessee. Notwithstanding the foregoing, Lessee shall have no indemnification obligation under this Section 7.4 for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to any release or existence of Hazardous Materials in, on or under the Leased Premises prior to the date of Lessee's first occupancy of the Leased Premises (which may pre-date the Effective Date), except to the extent materially exacerbated by Lessee or any of Lessee's Associates or invitees.

**Section 7.5 Remedies Cumulative.**

Lessee agrees that all remedies of the City as provided in this Article 7 with regard to Hazardous Materials or violations of any Environmental Laws shall be deemed cumulative in nature and the City's right to indemnification as provided under this Article 7 shall survive the termination of this Agreement.

**Section 7.6 Survival.**

Notwithstanding anything to the contrary, the obligations of this Article 7 shall survive any termination or expiration of this Agreement.

**ARTICLE VIII  
OBLIGATIONS OF THE CITY**

**Section 8.1 Delivery of Leased Premises.**

Upon the Effective Date, the City shall deliver to Lessee the Leased Premises vacant and professionally cleaned, and with all systems of the Existing Facilities operational.

**Section 8.2 Access.**

The City shall ensure reasonable ingress and egress at all times to and from the Leased Premises for Lessee as set forth in Section 4.3.

**Section 8.3 Snow Removal.**

The City is responsible for snow removal in the Parking Lot. The Lessee shall assist with snow removal and salting of customer entrances to the Leased Premises during and immediately in advance of Lessee’s regular business hours.

**ARTICLE IX  
INSURANCE AND INDEMNIFICATION**

**Section 9.1 Insurance.**

Throughout the Term of this Agreement, Lessee shall obtain and maintain insurance in the types and amounts required under this Section 9.1.

A. *Insurance Certificates.* Lessee shall submit certificates of insurance to the City prior to the Effective Date and annually thereafter. Lessee shall provide to the City certificates of insurance listing “City of Burlington, Burlington International Airport” as the certificate holder and containing information reasonably required by the City, including but not limited to (i) the name, address, and contact information of the authorized agent, Lessee as the insured, and the City as certificate holder; (ii) the name of the insurance company; (iii) description of policies, including coverage types and amounts; (iv) policy number(s) and period(s); (v) limits of liability; and (vi) the signature of the authorized agent.

B. *Additional Insured.* Each required insurance policy as it relates to the Leased Premises, the Improvements, and Lessee’s Authorized Use thereof, shall name the City as an additional insured and loss payee, with the specific exception of professional liability workers compensation insurance.

C. *Policy Provisions.* Each of the insurance coverage required herein (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be issued by an insurer with a Best Policyholders Rating of “A-/VIII” or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by the City. All insurance coverages required under this Agreement, except for workers’ compensation, shall include the City and its officers, agents, and employees as additional named insured, provide thirty (30) days’ prior written notice of cancellation, change, or intent not to renew the insurance, a waiver of subrogation, and list any and all exclusions. Each such policy a provision stating that the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Agreement.

D. *Insurance Coverages.* Lessee’s liability under this Agreement shall not be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Lessee. Types and limits of insurance required as of the Effective Date are as follows:

(i) Commercial General Liability Insurance. Lessee shall maintain Commercial General Liability Insurance naming the City as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage (including aircraft) arising from premises and operations liability, products and completed operations liability, personal injury, and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, underground damage liability and excess business auto liability coverage.. The Commercial General Liability Insurance shall provide at minimum limits of \$2,000,000 per occurrence, \$2,000,000 aggregate in year 1; \$2,000,000 per occurrence and \$4,000,000 aggregate in year 2 and \$4,000,000 per occurrence and \$4,000,000 aggregate in year 3

(ii) Workers' Compensation and Employer's Liability. Lessee shall provide Workers' Compensation Coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: \$500,000.00 per accident (bodily injury by accident) and \$500,000.00 policy limit, and \$500,000.00 per employee (bodily injury by disease). Lessee shall require all contractors and subcontractors performing work or occupying the Leased Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

(iii) Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

(iv) Builder's Risk Insurance. During the construction of the Improvements, any major renovation (defined to mean with a cost in excess of \$100,000), or major reconstruction of all or any portion of the Improvements, Lessee shall provide, or cause its contractor to provide, a Builder's Risk Insurance Policy to be made payable to the City and Lessee as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any mortgagee. The policy amount should be equal to 100% of the contract amount under any construction contract applicable to any such construction, renovation, or reconstruction. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) partial or complete occupancy by Lessee; and (iii) performance of work in connection with construction operations insured by

Lessee, by agents or sublessees or other contractors of Lessee, or by contractors of Lessee.”

(v) Property Insurance. Upon completion of the construction, renovation, or reconstruction of the Improvements (as may be applicable), during the Term, Lessee shall provide an “all risk” Property Insurance Policy to be made payable to the City and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the completed Improvements and shall include replacement cost, demolition cost, and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of the “all risk” deductible exceed \$100,000.00. Any improvements constructed by Lessee upon the Leased Premises shall be constructed and maintained at Lessee’s risk.

E. *Maintaining Coverage; Modification*. The City may require certificates of insurance for any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators, or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee. The City reserves the right to review the insurance coverage requirements upon Lessee’s exercise of the Option Term to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Lessee shall modify its coverage upon commencement of the Option Term at Lessee’s sole expense upon the reasonable request of the City if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

F. *Application to Others*. Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to be properly licensed and to obtain insurance coverage meeting the requirements of this Section 9.1 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises. The insurance provisions herein shall likewise apply to any permitted sublessee or assign of Lessee. Any sublessee must comply with the provisions as set forth in this Article 9.

## **Section 9.2 Lessee’s Indemnification and Duty to Pay Damages.**

A. Lessee shall, from and after the Effective Date, defend, indemnify and hold harmless the City, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys’ and professionals’ fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as “Liabilities”) arising out of or in connection with the following, except to the extent such Liabilities, damage, death, or injury are caused by or arise from the willful misconduct or negligence of the City:

(i) Damage to the Leased Premises or death or injury to any person sustained on or about the Leased Premises, or arising (directly or indirectly) out of or in connection with Lessee’s possession, use, occupation, or control of the Leased Premises;

(ii) Damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Lessee or Lessee's Associates; and

(iii) Any breach or default of this Agreement by Lessee or Lessee's Associates.

B. The City shall not be liable to Lessee for any damage by or from any act or negligence of any owner, tenant, occupant, user of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's use, misuse, or neglect thereof.

D. Lessee shall be responsible and liable for the conduct of Lessee's Associates in and around the Leased Premises.

E. Lessee shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted in connection with the Leased Premises, which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Premises, or the Airport, and of which Lessee has actual knowledge.

F. Lessee shall reimburse the City for costs associated with violations issued by state and federal Governmental Authorities in connection with the Leased Premises and resulting from Lessee's misconduct, incompetence, or negligence as reasonably determined by the City. Such violations include, but are not limited to, letters of investigation issued by TSA.

### **Section 9.3 Performance Bond and Payment Bond.**

During the construction of any major renovation or major reconstruction with a cost in excess of \$500,000 of all or any portion of the Improvements, Lessee shall deliver to the City, at the time of execution of a subsequent contract related to such reconstruction work, evidence of, (i) a performance bond of Lessee's contractor equal to 100% of the completed value of the work with Lessee named as a co-obligee, and (ii) a labor and materials payment bond from Lessee's contractor in the amount equal to 100% of the completed value with Lessee named as a co-obligee. This Section 9.3 shall not apply with respect to the initial construction of the Improvements.

## **ARTICLE X DEFAULT AND REMEDIES**

### **Section 10.1 Termination by the City.**

A. *Lessee Default.* The occurrence of any of the following events shall constitute a default by Lessee ("Default") under this Agreement unless cured within the time period set forth in this subsection (A) (the "Cure Period"):

(i) Lessee fails to timely pay any Rent, Additional Rent, or other amount due under this Agreement and such nonpayment shall continue for a period of ten (10) business days after written notice thereof from the City;

(ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, violation of any Applicable Laws or Regulations or failure to maintain the Leased Premises or the Improvements located thereon), other than the violations referred to in the foregoing subsection (i), and such default shall continue for a period of thirty (30) days after written notice from the City to Lessee specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Lessee fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Lessee within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence);

(iii) Lessee abandons the Leased Premises for a period of sixty (60) consecutive days or more;

(iv) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement);

(v) Lessee files a voluntary petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee, which petition is not dismissed within sixty (60) days;

(vi) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or

(vii) Lessee dissolves.

B. *Termination for Lessee Default.* In the event of a Default, if Lessee fails to cure such Default within the applicable Cure Period, the City may terminate this Agreement upon sixty (60) days prior written notice to Lessee.

C. *Remedies for Failure to Pay Rent.* In addition to the remedies under Section 10.1(B) and those otherwise available at law or in equity, if Lessee fails to timely pay any Rent required by this Agreement and fails to cure the same within the applicable Cure Period, the City may:

(i) Terminate this Agreement in accordance with Section 10.1(B), resume possession of the Leased Premises, and recover immediately from Lessee the differences between the Rent and the fair rental value of the Leased Premises, together with the Improvements, for the remainder of the Term, provided that the City makes good faith efforts to mitigate Lessee's damages; or

(ii) Resume possession and relet the Leased Premises and the Improvements thereon for the remainder of the Term, and recover from Lessee, at the end of the Term or at the time each payment of Rent comes due under this Agreement as the City may choose, the difference between the Rent and the rent received on the re-leasing or renting, provided that the City makes good faith efforts to mitigate Lessee's damages.

D. *Reservation of Rights.* Notwithstanding the foregoing, the City reserves all rights and remedies at law or in equity to recover for any uncured Default or other violation of this Agreement resulting in damages, loss, or harm to the City. This Section 10.1(D) shall survive expiration or termination of this Agreement for a period of two (2) years.

### **Section 10.2 Termination by Lessee.**

Lessee may terminate this Agreement upon thirty (30) days prior written notice to the City in the event one of the following events occur:

A. *Injunction.* The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises, which remains in force, unvacated, or unstayed for a period of at least sixty (60) consecutive days.

B. *City Default.* The failure of the City to perform a material obligation required of the City under this Agreement within thirty (30) days after written notice by Lessee to the City. If the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the City shall not be in default if the City (i) provided notice to Lessee that its cure of an alleged violation is reasonably expected to take more than thirty (30) days, and (ii) it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

### **Section 10.3 Survival.**

The provisions of this Article 10 and the remedies and rights provided herein shall survive any expiration or termination of this Agreement.

## **ARTICLE XI ASSIGNMENT AND SUBLEASING**

### **Section 11.1 Assignment by Lessee.**

A. Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of the City, which may be granted or withheld in the City's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by the City. Regardless of the City's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement is in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void.

Notwithstanding anything to the contrary, the City's consent shall not be required with respect to an assignment to a direct or indirect Affiliate of Lessee so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Agreement. As used in this Agreement, "Affiliate" means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and "Control" or "Controlled" means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

B. Upon the termination of this Agreement, Lessee hereby assigns, transfers, and conveys to the City, without warranty and to the extent assignable by Lessee without requiring third-party consents, the following:

- (i) The right to the use of the Plans and Specifications to the extent owned by Lessee;
- (ii) Any copyright interests in the Plans and Specifications held by Lessee; and
- (iii) The right to enforce, in Lessee's own name as a proper party, any subcontracts related to the Improvements or other maintenance or services contracts in force with respect to the Leased Premises or Improvements and any warranties arising under any of them or in connection with the performance thereof, as the case may be.

**Section 11.2 Subleasing by Lessee.**

Lessee shall not sublease any portion of the Leased Premises or Improvements without prior written consent of the City, which may be granted or withheld in the City's sole but reasonable discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee's default under this Agreement or the expiration or termination of this Agreement. Any sublessee must comply with the provisions as set forth in this Article 11. Notwithstanding anything to the contrary, the City's consent shall not be required with respect to any sublease to a direct or indirect Affiliate of Lessee.

**Section 11.3 Assignment by City.**

The City shall have the right, in the City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

**Section 11.4 Encumbrances.**

Lessee shall not encumber or permit the encumbrance of the City's title to the Leased Premises. Lessee shall not encumber or permit the encumbrance of Lessee's leasehold interest in

the Leased Premises, the Improvements, or any of Lessee's rights under this Agreement, including through any leasehold financing, without the City's prior written consent, which may be granted or withheld in the City's reasonable discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 11.4 is void.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

**Section 12.1 Notices.**

Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

To the City:

City of Burlington  
Attn: Office of the City Attorney  
City Hall, 149 Church St.  
Burlington, VT 05401

To Lessee:

Aerodyme Corporation  
Attn: Jim Richards  
274 Valley Road  
South Burlington, VT 05403  
Email: jrichards@aerodyme.com

with a copy to:

Patrick Leahy Burlington International Airport  
Attn: Director of Aviation  
1200 Airport Drive  
South Burlington, VT 05403  
Email: director@btv.aero

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Section 12.1. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or "out of office" message.

**Section 12.2 No Waiver.**

The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent.

**Section 12.3 Lessee's Subordination.**

The City represents and warrants to Lessee that there are no mortgages, trust indentures, or other security interests encumbering the Leased Premises as of the Effective Date. Lessee hereby subordinates and makes this Agreement inferior to all future mortgages, trust indentures, or other security interest of the City or the City's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination, provided that the holders or beneficiaries under such mortgages, trust indentures, or other security interests provide, for the benefit of Lessee, a non-disturbance agreement in a commercially reasonable form.

**Section 12.4 Relocation.**

In the event that proper, planned, and orderly development of the Airport shall require that the City devote any part of the Leased Premises to a different use than that contemplated by this Agreement, or in the case of an emergency, the City shall have the right—upon not less than three (3) years' advance written notice to Lessee and without cost or expense to Lessee—to relocate all or part of the Leased Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport, and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Lessee's fixed improvements shall, without cost or expense to Lessee, be relocated or replaced on said relocated premises. All terms and conditions of this Agreement, except the description of the Leased Premises, shall apply to said relocated premises.

**Section 12.5 Subordination to Grant Assurances.**

This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

**Section 12.6 Non-Interference With Operation of the Airport.**

Lessee expressly agrees for itself, its successors and assigns, and all other Lessee's Associates that Lessee shall not conduct operations in or on the Leased Premises in a manner that (i) interferes or might interfere with Airport operations or the reasonable use by others of other leased spaces or common facilities at the Airport, (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by the City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) would contradict or violate any Applicable Laws or Regulations, directive, or similar restriction issued by any Governmental Authority having jurisdiction over the Airport, including the City, FAA, Homeland Security, TSA, and Customs and Border Patrol, or (vii) would involve any illegal purposes, (viii) directly or indirectly interferes with the operation by the City or the FAA of air navigational, communication, or flight equipment on the Airport. In the event this covenant is breached, the City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. The City shall have the right to take any action it considers necessary to protect aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to the City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

**Section 12.7 Emergency Closures.**

During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the United States Government, will be suspended. Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of this Agreement. The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

**Section 12.8 Interpretation.**

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this Agreement refer to this Agreement. The term “including” shall not be construed in a limiting nature, but shall be construed to mean “including, without limitation.”

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

**Section 12.9 Force Majeure.**

No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of Rent or any other amounts required to be paid under this Agreement. If the City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a Force Majeure Event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure Event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such Force Majeure Event. Lessee hereby releases the City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee or Lessee’s Associates during the Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a Force Majeure Event.

**Section 12.10 City’s Limitation of Liability.**

The City shall not be liable to Lessee or Lessee’s Associates for any damages or loss caused to them or their property by any of the following: water, rain, wind, snow ice, sleet, hail, fire, storms, earthquake, volcanic eruption, or any other weather event or condition outside of the City’s control; any Airport tenant, user, operator, or any other third party; or by breakage, stoppage, or leakage of utilities on or adjacent to the Leased Premises. In the event of damage or destruction to the Leased Premises, the City is under no obligation to provide substitute space or property to Lessee.

**Section 12.11 Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of

Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State of Vermont or elsewhere in the United States.

**Section 12.12 Amendments and Waivers.**

No amendment to this Agreement shall be binding on the City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

**Section 12.13 Severability.**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

**Section 12.14 Merger.**

This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

**Section 12.15 Relationship of Parties.**

This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

**Section 12.16 Further Assurances.**

Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

**Section 12.17 Governmental Immunity and Limitations on Liability.**

Lessee is hereby advised that any claims made by Lessee against the City, its officers, directors, employees, contractors, or volunteers shall be subject to the limitations set forth 12 V.S.A. § 5601, as the same may be amended from time to time. Nothing in this Agreement shall

be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

**Section 12.18 Notice of Lease.**

The Parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). The City shall, upon request of Lessee, promptly execute and deliver to Lessee any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Lessee shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

**Section 12.19 No Discrimination.**

In addition to the federal clauses in Section 12.20, Lessee, for itself, its representatives, successors, and assigns, does hereby covenant and agree that no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations hereunder. Lessee shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices, to the extent applicable. All subcontracts permitted hereunder shall include reference to the above.

**Section 12.20 Required Federal Clauses.**

Lessee shall comply, and shall cause Lessee's Associates to comply, with all Laws and Regulations, including all of the required federal clauses in this Section 12.20.

A. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

(i) **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(ii) **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(iii) **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(iv) **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

(v) **Incorporation of Provisions:** Lessee will include the provisions of paragraphs (i) through (iv) of this Section 12.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

D. During the performance of this Agreement, Lessee for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(ii) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

(ix) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

(xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration.

F. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 12.20(A) through Section 12.20(H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned

for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

**Section 12.21 Condemnation.**

A. In the event of a condemnation or a taking by the use of eminent domain of all or any part of the Leased Premises, all proceeds of such condemnation or taking shall be apportioned to Lessee and the City as follows:

(i) The amount awarded for the taking of the Leased Premises shall belong to the City.

(ii) Lessee shall have the right to recover such compensation as may be awarded on account of the value of the Improvements owned and/or made by Lessee for the remainder of the Term, for moving and relocating expenses, for the value of its property interest and business conducted on the Leased Premises including but not limited to the loss, if any, sustained by Lessee as a result of the termination of this Agreement for loss of business, fixtures, goodwill, moving expenses and attorneys' fees and costs, and for any other damages sustained by Lessee as a result of such condemnation, provided that Lessee may not pursue the City for any such costs unless the City is the entity condemning or taking the Improvements.

B. If the condemnation or taking by eminent domain is such that Lessee cannot reasonably conduct its business, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial condemnation of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement.

**Section 12.22 Public Records Act.**

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

**Section 12.23 Livable Wage Ordinance.**

Lessee shall comply with all applicable requirements of the City's Livable Wage Ordinance, B.C.O. 21-80 et seq ("LWO"), in connection with this Agreement. Among other things, Lessee shall pay all "covered employees" as defined in the LWO (including the covered employees of contractors and subcontractors) a livable wage, as determined or adjusted annually

by the City, and shall provide paid time off during the entirety of the Term pursuant to the requirements of the LWO, to the extent such requirements are applicable to Lessee's activities.

**Section 12.24 Outsourcing Ordinance.**

Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Outsourcing Ordinance, B.C.O. §§ 21-90 – 21-93, in carrying out its rights and obligations under this Agreement.

**Section 12.25 Union Deterrence Ordinance.**

Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Union Deterrence Ordinance, B.C.O. §§ 21-100 et seq., in carrying out its rights and obligations under this Agreement.

**Section 12.26 Casualty.**

If the Leased Premises are damaged by fire, flood, or another casualty, either Party may terminate this Lease within 30 days of the date the terminating Party becomes aware of such occurrence if, in the opinion of the terminating Party, the Leased Premises have been so damaged as to render them wholly or partially untenable or unfit for the Lessee's purposes. If so elected, the terminating Party shall give the other Party written notice and termination shall be effective 30 days from the date of mailing of the notice of termination. If the Parties elect not to terminate this Agreement, the City shall reasonably estimate the time, restoration work, and commencement date that the City reasonably anticipates is required for the performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Premises from the date of damage until restoration is sufficiently complete to enable Lessee to recommence its use and occupancy of the Leased Premises for the purpose set forth in this Agreement.

**Section 12.27 Cooperation.**

The Parties shall make their designated representative available to meet within a reasonable time to discuss issues relating to the Agreement or the Leased Premises.

**Section 12.28 No Third-Party Beneficiaries.**

This Agreement is made for the sole and exclusive benefit of the City and Lessee, and is not made for the benefit of any third party.

**Section 12.29 Authority.**

The persons signing this Agreement hereby warrant that they have full authority to sign this Agreement on behalf of the respective Parties.

**Section 12.30 Entire Agreement.**

This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect.

**Section 12.31 Commissions and Fees.**

The Parties warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any finder's fees or commissions related thereto, except Donahue & Associates (the "Broker"). The City shall be solely responsible for paying the Broker any and all real estate commissions and/or fees associated with this Agreement. The Parties shall indemnify and hold harmless the other for all claims or demands of any other real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

**CITY OF BURLINGTON,**  
a municipal corporation of the State of Vermont

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VERMONT                    )  
  ) ss.  
COUNTY OF CHITTENDEN            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and Authorized Agent of City of Burlington.

\_\_\_\_\_  
Notary Public  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

**LESSEE**  
AERODYME CORPORATION  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VERMONT                    )  
  ) ss.  
COUNTY OF CHITTENDEN         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and Authorized Agent of Aerodyme Corporation.

\_\_\_\_\_  
Notary Public

My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### Leased Premises

- Pod #1, consisting of approximately 4,075 square feet of hangar space, plus an additional approximate 2,890 square feet of Ramp Area abutting the easterly face of hangar space.
- Pod #2, consisting of approximately 4,075 square feet of hangar space, plus an additional approximate 2,890 square feet of Ramp Area abutting the easterly face of hangar space, plus approximately 3,400 square feet of building space..
- Pod #4, consisting of approximately 4,075 square feet of building space. Pod #4 does not include ramp space on the easterly face of hangar space, but does have right of aircraft access to the easterly face of Pod #4.

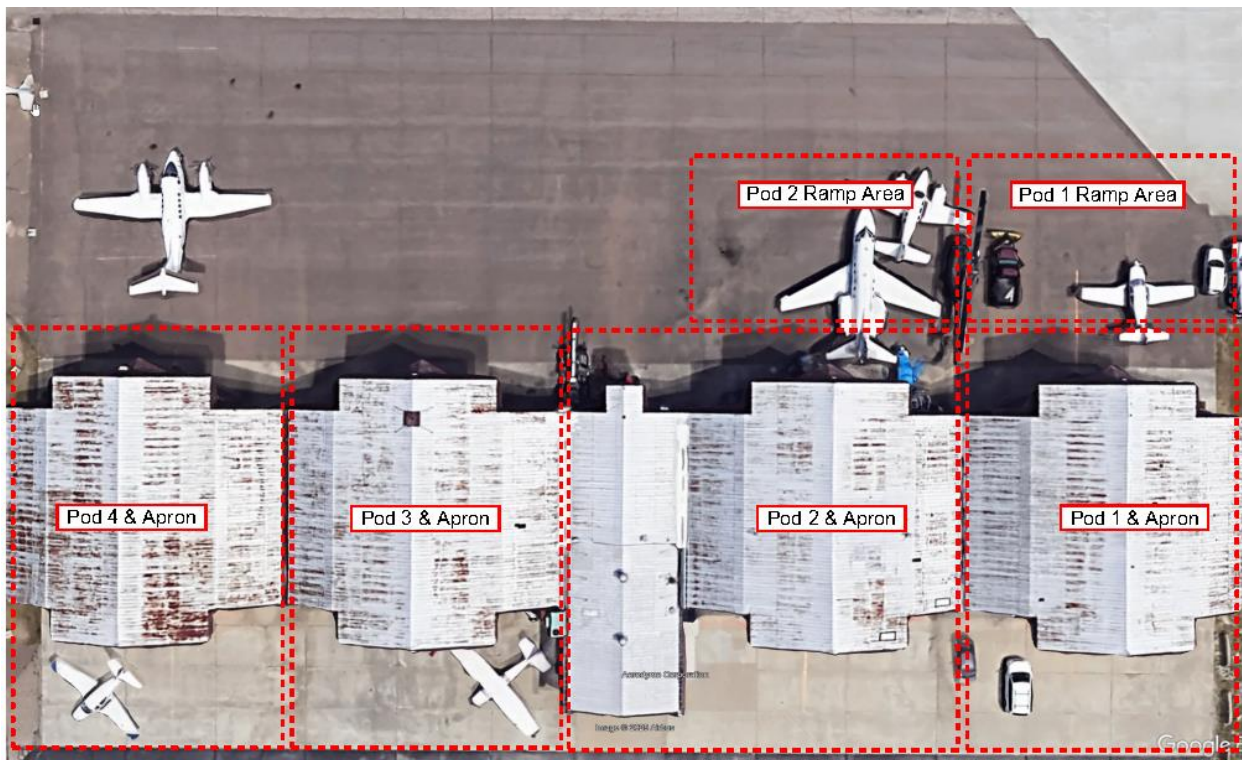
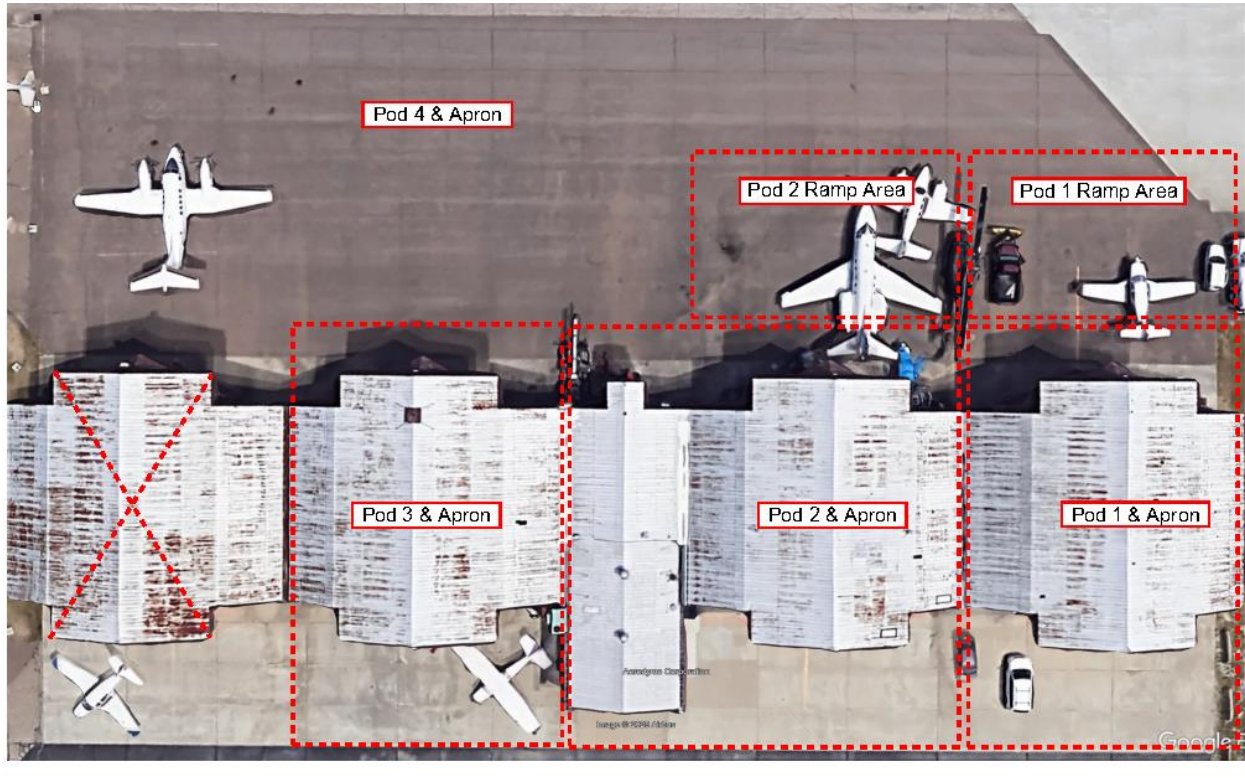


Exhibit A  
Leased Premises

## EXHIBIT A-1

### Leased Premises

- Pod #1, consisting of approximately 4,075 square feet of hangar space, plus an additional approximate 2,890 square feet of Ramp Area abutting the easterly face of hangar space.
- Pod #2, consisting of approximately 4,075 square feet of hangar space, plus an additional approximate 2,890 square feet of Ramp Area abutting the easterly face of hangar space, plus approximately 3,400 square feet of building space.



**EXHIBIT B**

Leased Premises Existing Conditions as of October 1, 2025

Exhibit B  
Leased Premises Existing Conditions as of October 1, 2025

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**GENERAL CLAUSES**

**(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)**

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<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.270-20	PAYMENT (DEVIATION)
7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION
12	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
13	<i>Clauses incorporated by reference include:</i>	
	FAR 52.204-2	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

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

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

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

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

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

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

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

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

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

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

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

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

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

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

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

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

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

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

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

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(3) A lump sum equitable adjustment. or

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

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

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

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

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

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

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

*(c) Notice and reporting requirement.*

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

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

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

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts.*

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

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

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

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

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

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

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13. The following clauses are incorporated by reference:

- FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
- FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)
- FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025) (Applicable to leases over \$35,000 total contract value.)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$2,000,000.)
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
- FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025) (Applicable to Leases over \$750,000 total contract value.)
- FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
- FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (JAN 2025) (Applicable to leases exceeding the micro-purchase threshold)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <http://www.acquisition.gov>)
- FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at <http://www.acquisition.gov>)

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FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.226-7	DRUG-FREE WORKPLACE (MAY 2024) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

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

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# LEASE NO. GS-01P-LVT00746

A. This Lease is made and entered into between

**City of Burlington, Vermont**

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

The United States of America

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

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

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

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

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

**C. LEASE TERM**

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

**10 Years, 5 Years Firm,**

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

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

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

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### 1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

- A. Office and Related Space. **2,181** rentable square feet (RSF), yielding **2,181** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1<sup>st</sup>** floor of the Building, as depicted on the floor plan attached hereto as Exhibit **A**.

Notwithstanding the paragraph titled "Relocation Rights," the Lessor, within one (1) year of the Lease Award Date, plans to require the relocation of the Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. The Lessor shall be responsible for all costs for the construction of the new space and any other costs associated with replicating the necessary operational features provided in the space originally leased. The Government shall be responsible for the costs for moving furniture, office equipment, and personal property to the new Premises.

Prior to the Government occupying the new Premises, the Lessor shall provide floor plans and a valid Certificate of Occupancy (C of O) per the paragraph titled "Acceptance of Space and Certificate of Occupancy." Upon the Government's inspection and acceptance of the new Premises, the Government shall relocate as soon as practicable and a Lease Amendment shall be issued to revise the Premises. The Airport shall provide such relocated Premises at the same rental rate per RSF as the original Premises.

Should the Airport require relocation at any time after one (1) year past the Lease Award Date, the entirety of the paragraph titled "Relocation Rights" shall apply to that relocation.

- B. Common Area Factor. The Common Area Factor (CAF) is established as **0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. INTENTIONALLY DELETED

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking. **5** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **5** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

- A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 10	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$149,202.21	\$68.41
Operating Costs	\$0.00	\$0.00
<b>Full Service Rate</b>	<b>\$149,202.21</b>	<b>\$68.41</b>

- B. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside).
- C. INTENTIONALLY DELETED
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.
- E. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"
  2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
  3. Performance or satisfaction of all other obligations set forth in this Lease; and,
  4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

**1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)**

- A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **120** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- B. INTENTIONALLY DELETED

**1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan	1	A
Parking Plan	1	B
GSA 3517A, General Clauses	15	C

**1.07 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$0.00** per RSF.

**1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)**

Lessor's Unique Entity Identifier

UEI: **KXQQKNB2GZL1**

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

#### A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
  - a. Acts of God or of the public enemy,
  - b. Acts of the United States of America in either its sovereign or contractual capacity,
  - c. Acts of another contractor in the performance of a contract with the Government,
  - d. Fires,
  - e. Floods,
  - f. Epidemics,
  - g. Quarantine restrictions,
  - h. Strikes,
  - i. Freight embargoes,
  - j. Unusually severe weather, or
  - k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

#### B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).
4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.
5. "Building" means building(s) situated on the property in which the premises are located.
6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.
7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
8. "Firm Term" means the part of the lease term that is not subject to termination rights.
9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
11. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
12. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

## **2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

## **2.03 WAIVER OF RESTORATION (OCT 2023)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
  1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
  2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

## **2.04 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED**

## **2.05 RELOCATION RIGHTS (OCT 2021)**

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same

rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

**2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)**

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Patrick Leahy Burlington International Airport Airport.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

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

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

**2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)**

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

**2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)**

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

**2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)**

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

**2.11 ENTITY NAME (OCT 2023)**

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

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**SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS**

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**3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)**

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

**3.02 MEANS OF EGRESS (MAY 2015)**

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

**3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)**

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**3.04 FIRE ALARM SYSTEM (SEP 2013)**

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

- E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### 3.05 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2024)

#### A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
  - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
  - b.
    - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
    - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
      - (i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
      - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
      - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
- B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at [HTTP://WWW.EPA.GOV/GREENINGEPA](http://www.epa.gov/greeningepa).
2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.06 ACCESSIBILITY (OCT 2024)**

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

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

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

**3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)**

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

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

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

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

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

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

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

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**SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**

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**4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> HEAT                   | <input checked="" type="checkbox"/> TRASH REMOVAL            | <input checked="" type="checkbox"/> ELEVATOR SERVICE            | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS |
| <input checked="" type="checkbox"/> ELECTRICITY            | <input checked="" type="checkbox"/> CHILLED DRINKING WATER   | <input checked="" type="checkbox"/> WINDOW WASHING (as needed)  |   |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING         |   |   |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> RESTROOM SUPPLIES        | <input checked="" type="checkbox"/> CARPET CLEANING (as needed) |   |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. |   |   |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

**4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)**

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **7:00 AM to 7:00 PM**.

**4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)**

- A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

**4.04 RECYCLING (ON-AIRPORT) (OCT 2023)**

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

**4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

**4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022) INTENTIONALLY DELETED****4.07 INDOOR AIR QUALITY (OCT 2024)**

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
  1. Making available information on Building operations and Lessor activities;
  2. Providing access to Space for assessment and testing, if required; and
  3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.
- H. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

**4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)**

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

- A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.
- B. Actionable Condition. An actionable condition is defined as either:
  1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or
  2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.
  1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.
  2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

#### **4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

#### **4.10 MODIFIED LEASE PARAGRAPHS**

##### 1.01 THE PREMISES (OCT 2024)

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

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

DATE: January 7, 2026

SUBJECT: Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space

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## **REQUEST**

The Patrick Leahy Burlington International Airport ("Leahy BTV") respectfully requests approval and authorization to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space.

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## **Background**

The Transportation Security Administration (TSA) plays a critical role in the daily operations of Leahy BTV, and as such, requires appropriate operational and administrative space within the terminal. As part of our ongoing terminal expansion and modernization efforts, we have worked to thoughtfully integrate TSA's evolving needs into the design of our facility—particularly through the development of an expanded security checkpoint and the reallocation of space for offices, breakrooms, and other support functions.

Over the past several years, TSA's operational requirements have changed significantly. Prior to the construction of our new security checkpoint, TSA occupied a set of offices used by their management and leadership teams. However, due to the phased nature of our terminal construction and the need to accommodate various logistical and structural updates, TSA's office footprint was temporarily reduced and relocated. These changes were previously reflected in an amendment to their original lease agreement.

At the expiration of that agreement, and in coordination with the General Services Administration (GSA), the Airport requested the development of a new lease to more accurately reflect TSA’s current and future space needs. Due to delays in communication and transitions in GSA staffing, the prior lease remained in a holdover status until a final version could be completed. The newly drafted lease now outlines all of the existing space occupied by TSA and preliminarily identifies additional space they have expressed interest in leasing—though this additional space is not yet formally committed to in the current agreement.

The Airport is actively constructing this new area to accommodate TSA’s potential expansion. Once construction is complete and TSA confirms its intent to lease the new space, an amendment to this lease will be brought forward for City Council consideration. As has been previously discussed with the Airport Commission, if TSA elects not to lease the newly constructed space, the Airport has a strong pipeline of interested tenants and would quickly pivot to make that rentable space available to other qualified users.

Importantly, this new lease also includes an updated rental rate that reflects our current market-based terminal square footage rate, which is calculated based on our terminal revenue needs—ensuring consistency across all terminal tenants and supporting our commitment to financial sustainability.

### **Lease Terms**

The proposed amendment includes the following key terms:

- Effective date July 1, 2024
- New expiration: July 31, 2034
- Rental Rate: \$149,202 annually, \$68.41 per square foot

### **MOTIONS:**

#### Airport Commission:

“To approve the memo as presented”

#### Board of Finance:

“To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the lease with General Service Administration at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney’s Office, and to take such further actions and execute such further instruments approved as to form by the City

Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.”

City Council:

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

**FIRST AMENDMENT TO LEASE AGREEMENT**

**Between**

**THE CITY OF BURLINGTON, VERMONT**

**and**

**HANGAR CONDOMINIUM ASSOCIATION, INC.**

**Dated as of:**

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## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“First Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”), and is by and between the **CITY OF BURLINGTON, VERMONT** (“City”), a municipal corporation in the State of Vermont, and **HANGAR CONDOMINIUM ASSOCIATION, INC.**, a Vermont corporation (the “Lessee” and together with City the “Parties” and each a “Party”).

### RECITALS:

WHEREAS, the City owns and operates the Patrick Leahy Burlington International Airport (“Airport”);

WHEREAS, the City and Lessee entered into that certain Lease Agreement, effective as of September 20, 2013 (“Agreement”);

WHEREAS, under the Agreement, the City has leased certain real property at the Airport to Lessee (the “Leased Premises”);

WHEREAS, Lessee has exercised all available options under the Agreement, and the Agreement is presently set to expire on August 31, 2028;

WHEREAS, the Parties desire to extend the term of the Agreement and to provide Lessee with additional options to extend the Agreement;

WHEREAS, the Parties desire to clarify the boundaries of the Leased Premises; and

WHEREAS, the Parties desire to amend the Agreement to facilitate Lessee’s construction of capital improvements on the Leased Premises;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Parties hereby agree as follows:

### ARTICLE 1 LEASED PREMISES

#### 1.1 General Description.

The first paragraph of Section 1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Lessor hereby to Lessee a parcel of land on the Airport, as shown on the sketch and more specifically described on Exhibit “A” attached hereto, comprising 46,200 square feet (hereinafter "premises" or "demised premises").”

This Paragraph 1.1 is intended only to clarify the square footage of the premises already existing under the Agreement, and is not intended to substantively modify the size or scope of the premises.

## **1.2 Legal and Diagram Description.**

To reflect the forgoing clarification, the existing Exhibit A to the Agreement is deleted and replaced with Exhibit A-1, attached to this First Amendment.

### **ARTICLE 2 TERM**

Sections 2(a) and 2(b) of the Agreement are hereby deleted in their entirety and replaced with the following:

“The initial term of the Agreement shall expire on August 30, 2038. At the end of the initial term, the Agreement may be extended by the Lessee for up to one (1) option term consisting of ten (10) years. Each option term shall only be effective upon Lessee’s written notice to Lessor no less than one year prior to the expiration of the initial term or option term, as applicable. In addition, for any option term to be effective, Lessee must not then be in default beyond the applicable grace period.”

Section 2(c) of the Agreement is renumbered as Section 2(b).

### **ARTICLE 3 RENT**

#### **3.1 Rent**

Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Effective [DATE OF AMENDMENT], Zero Dollars and Fifty Four Cents (\$0.54) per square foot per year.”

#### **3.2 Rental Increase**

Section 3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Effective September 1, 2025, and each September 1 thereafter, the rent shall increase by (i) the percentage increase in the Consumer Price Index-Urban measured from July of the previous year to July of the current year two percent (2%) and no greater than 6%, measured from July of the previous year to July of the current year.”

**ARTICLE 4  
CONSTRUCTION OBLIGATION**

**4.1 New Construction Obligation**

A new Section 7(n) is added to the Agreement as follows:

“To construct additional improvements on the premises no later than [DATE], as more specifically set forth on Exhibit B.”

**4.2 New Exhibit B**

Exhibit B, attached to this First Amendment, is hereby added to the Agreement.

**ARTICLE 5  
NONDISCRIMINATION**

**5.1 Revised Obligations**

Sections 15(c) and (d) of the Agreement are hereby deleted in their entirety, and replaced with the following as a new Section 15(c):

“Lessee acknowledges that the City is required by the FAA under the terms of certain agreements between the City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, to include in this Agreement certain required contract provisions, attached as Exhibit C hereto (the “Federal Nondiscrimination Clauses”). Following the Effective Date, Lessee agrees to comply with the Federal Nondiscrimination Clauses and, where applicable, include the Federal Nondiscrimination Clauses in each of its subcontracts without limitation or alteration. Following the Effective Date, Lessee further agrees to comply with any modification to or interpretation of the Federal Nondiscrimination Clauses that may from time to time be required by the FAA or other agency with jurisdiction, within thirty (30) days of receiving notice from the City of such required modifications. In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates the terms of any such deeds or agreements, City and Lessee shall use all reasonable efforts to mutually amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. Subsequent to any such amendment or alteration, the remaining provisions of this Agreement shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred.”

**5.2 New Exhibit C**

Exhibit C, attached to this First Amendment, is hereby added to the Agreement.

**ARTICLE 6  
OBSOLETE PROVISIONS**

Sections 6(b) and 8(c) are hereby deleted in their entirety.

**ARTICLE 7  
TITLE TO IMPROVEMENTS**

Section 18 is hereby deleted and replaced with the following:

“Upon expiration of this Agreement, by cancellation or termination of the lease term, all fixed improvements made upon the demised premises by Lessee shall become property of the City. The previous sentence notwithstanding, upon written notice from the City no less than one hundred and twenty (120) days from the expiration of this Agreement, Lessee shall remove or otherwise dispose of said fixed improvements as soon as reasonably possible, but in no event longer than one hundred and twenty (120) days, following such cancellation or termination. If City exercises its right to require Lessee to remove the improvements, Lessee shall restore the demised premises to a condition equivalent to that existing immediately prior to Lessee's initial occupancy of the demised premises, which occurred on or about January 1, 1982.”

**ARTICLE 8  
NO OTHER AMENDMENT**

Except as otherwise specified or amended in this First Amendment, the Agreement shall continue in accordance with its terms. To the extent there is any conflict between the terms of the Agreement and this First Amendment, this First Amendment shall prevail.

*Remainder of Page Intentionally Left Blank  
Signature Page Follows*

**IN WITNESS WHEREOF**, the City and Lessee have hereunto set their hands and seals the day and year first above written.

**CITY:**

CITY OF BURLINGTON

**LESSEE:**

HANGAR CONDOMINIUM  
ASSOCIATION, INC

BY: \_\_\_\_\_

Printed Name:

Title:

BY: \_\_\_\_\_

Printed Name:

Title:

**WITNESSES FOR CITY:**

**WITNESSES FOR LESSEE**

\_\_\_\_\_  
Signature

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Name Printed

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Name Printed

**Exhibit A**

Revised legal description and diagram

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**EXHIBIT B**  
**ADDITIONAL IMPROVEMENTS**

At its sole cost and expense, Lessee shall construct the following Additional Improvements on the premises:

- Roof-mounted solar panels
- Connection of solar panels to utility systems in the existing hangar

In completing the Additional Improvements, Lessee shall expend no less than One Hundred Thousand Dollars (\$100,000) (the “Minimum Investment”). Lessor reserves the right to demand reasonable documentation of the Minimum Investment from Lessee.

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## EXHIBIT C

### FEDERAL NONDISCRIMINATION PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Lessee”) agrees as follows:

1. **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Lessee’s noncompliance with the Non-discrimination provisions of this contract, City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Exhibit H, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - i. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - ii. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - iii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - iv. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - v. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
  - vi. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - vii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - viii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- ix. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the City remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. Subject to all applicable notice and cure rights under the Agreement, in the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. Lessee agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 20<sup>th</sup> day of September, 2013, by and between the City of Burlington, a municipal corporation in the State of Vermont (hereinafter called "Lessor" or "City"), and Hangar Condominium Association, Inc., a Vermont corporation (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, Lessor owns and operates an airport known as the Burlington International Airport located in South Burlington, Vermont, which airport and any additions or improvements thereto or changes therein which the City hereafter makes or authorizes are hereinafter collectively called the "Airport"; and

WHEREAS, the Airport has worked diligently to improve and upgrade its facilities and fulfill the national goal of a secure, efficient air transportation system, including its obligations to general aviation, particularly through the use of FAA/Airport Improvement Program funds for the South End Development Project; and

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated February 1, 1982, with an effective date of January 1, 1982, whereby Lessee leased from Lessor a parcel of land on the Airport (the "1982 Lease"); and

WHEREAS, pursuant the terms of the 1982 Lease, Lessee did construct 12 individual hangar units on the land leased from Lessor; and

WHEREAS, Lessor and Lessee wish to terminate the 1982 Lease and enter into a new lease for a parcel of land on the Airport, and enter into a process for the possible relocation of its leased space to another part of the Airport at a later date, together with certain rights and privileges in connection therewith;

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereby covenant and agree as follows:

## 1. PREMISES

Lessor hereby leases and lets to Lessee and Lessee hereby hires and takes from Lessor for the purposes hereinafter set forth, and for the exclusive use of Lessee, a certain parcel of land on the Airport, as shown on the plan or sketch attached hereto marked Exhibit "A," and hereby specifically made a part hereof, said parcel of land containing approximately 46,200 square feet (hereinafter "premises" or "demised premises") to have and to hold the premises with the appurtenances thereto belonging, upon the terms and conditions hereinafter contained.

Lessor and Lessee agree, however, that the premises may be needed for other Airport purposes within the term of this Lease and that other suitable ground space of equivalent, or larger, size upon which the Lessee may construct hangar space for secure storage of aircraft and access to the runway and taxiways will be made available to relocate Lessee. It is further agreed that the cost of any such relocation shall be the responsibility of Lessee; provided, however, that if the relocation is requested for reasons other than the furtherance of Lessor's efforts to develop the so-called "south end" of the Airport in accordance with the FAA approved Airport Layout Plan, which plan may from time-to-time be amended to reflect current aviation demand, the cost of any such relocation shall be the responsibility of Lessor.

## 2. TERM

a. The initial term of this Agreement shall commence effective September 1, 2013, and end on August 30, 2018, unless sooner terminated as hereinafter provided.

b. At the end of the initial term, provided that the Lessee is not then in default beyond the applicable grace period, and that the Lessor has not initiated physical construction of the new general aviation area identified for T hangars and executive hangars, as shown on the FAA approved Airport Layout Plan approved by the FAA on March 23, 2012, to which the Lessee has expressed intention to relocate upon its availability, the Agreement may be extended by the Lessee for a period of two (2) terms each consisting of five (5) years, effective September 1,

2018 and September 1, 2023 respectively. The Lessee shall notify the Lessor of its desire to renew the subject lease not later than one year prior to the expiration of the initial term or any extension thereof then in effect. Lessee's right to renew this Agreement shall be subject to the condition that no event of default under the terms of this agreement shall have occurred and is continuing; including, without limitation, any event of default hereunder resulting from a continuing breach of Article 7 of this Agreement.

c. Effective August 31, 2013, the 1982 Lease Agreement shall be terminated and neither party shall thereafter have any right or obligation under the provisions of the 1982 Agreement.

### 3. RENTAL

For and during the term hereof, Lessee agrees to pay Lessor the following ground rental for the use and occupancy of the demised premises and as a condition for the privileges conferred upon Lessee by this Agreement, payable in equal monthly installments on or before the first day of each and every month, in advance, without billing, at the office of the Director of Aviation. Any rental amount payable which shall not have been paid by the first day of the month to which it applies shall bear interest at the rate of one and a half percent (1 1/2%) per month, which interest shall be paid by Lessee in addition to the rental amount.

a. \$0.39 per square foot for the 46,200 sf of ground, or Eighteen Thousand Eighteen Dollars (\$18,018.00) per annum for the first year of this Agreement, through June 30, 2014.

b. Commencing on July 1, 2014, and continuing each year thereafter through the remainder of the initial term of the lease, said rental will be adjusted to be equal to, and reflect, the then current published rate for ground rental at the Airport as determined by the application of any change in the value of the dollar, from the May of the preceding year to May of the new year according to the Consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. In no event shall the new rates be

less than the immediately preceding rate. As a time lapse occurs in the issuing of the Consumer Price Index, all adjustments shall be retroactive to the beginning of each new lease year.

c. In the event that the United States Department of Labor discontinues publication of the Consumer Price Index or data from which the index can be directly computed, or if the method for the determination of such index is substantially different than that existing at the time this Agreement is executed, the basis for the rental rate adjustment shall be redefined by Lessor in the manner necessary to accomplish the same adjustment objectives as set forth herein.

#### 4. USE OF PREMISES

The demised premises contain 2 metal hangar buildings comprising of 12 individual hangars erected and owned by Lessee. The demised premises and the hangars shall be used and occupied solely for general aviation purposes and for no other purpose or purposes without the written consent of Lessor. Without limiting the generality of the foregoing, but merely by way of example, Lessee shall not use the premises to conduct a fixed based operator and aeronautics business; for commercial passenger transport; for the sale or lease of petroleum products, aircraft, engines, accessories and parts; to conduct a flight school; or to maintain or service non-Lessee equipment. Lessee shall have the right to utilize the demised premises for the storage of aircraft owned by other parties and to charge a fee for said storage provided, however, that the hangar space required for such storage is not reasonably available from a fixed base operator at the Burlington International Airport.

#### 5. AGREEMENT SUBORDINATE

This Agreement shall be subject and subordinate to the following:

a. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting or causing to be erected any new building or other structure which, in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft consistent with FAA requirements;

b. This Agreement shall be subordinate to the provisions of any existing or any future agreement between Lessor and the State of Vermont and/or the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the granting of Federal or State Funds or the approval to impose or use Passenger Facility Charges for the improvement or development of the Airport. Lessee shall not cause Lessor to violate any assurances made by Lessor to the United States Government and/or State of Vermont in connection with the granting of such federal or state funds or the approval of such PFCs.

c. Lessor's right, during time of war or national emergency to lease the landing facilities or any part thereof, or to otherwise permit the use thereof on an exclusive basis, by the United States of America or the State of Vermont for military use; the provisions of this Agreement, to the extent that they are inconsistent with the superior right, shall be suspended during any such period.

Provided, however, that if Lessor should exercise such rights, then during the period of exercise, there shall be an appropriate and proportionate reduction in the rental of any portion of the Leased Premises as to which Lessee is unable to conduct the business substantially in accordance with the rights conferred by this Lease Agreement. The foregoing provision shall not be construed as affecting Lessee's right of cancellation under Section 11 below should Lessee be unable to conduct its business as foresaid for a period of at least ninety (90) days.

d. If any covenant, condition, or provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this

Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

#### 6. LESSOR OBLIGATIONS

Lessor covenants and agrees:

a. That it has lawful possession of the demised premises and has good and lawful authority to execute this Agreement.

b. To continue its efforts to provide facilities to serve general aviation operators by attempting to expand the Airport's infrastructure to the south of the present Airport footprint with sufficient space to accommodate approximately 24 hangars (the "South End Project").

c. Lessor agrees to maintain the Airfield Area in good condition and repair. Such obligation shall include snow removal from runways and taxiways; provided, however, that the extent of such obligation as to snow removal from the Apron Area shall be limited to general snow removal required for the operation of aircraft and ground equipment, and shall be limited to the area beginning thirty (30) feet out from any building. To the extent possible, and to the extent that such snow removal is required for the operation of aircraft and ground equipment, Lessor agrees to assist Lessee with snow removal in the area within thirty (30) feet from building; provided, however, that CITY shall not be liable for any failure to do so.

#### 7. LESSEE OBLIGATIONS

Lessee covenants and agrees:

a. To pay the rent and other charges herein reserved at such times and places as the same are payable.

b. To furnish to the demised premises and to pay all charges for property taxes, casualty insurance (on the buildings and contents), telephone service, water, heat, air conditioning, gas, electric power, trash and/or hazardous waste removal, snow removal and janitorial service, and other public utilities of every kind to the demised premises.

c. To keep and maintain all parts of the demised premises, including related and associated appurtenances, in good condition, order and repair during the term of this Agreement, including but not limited to painting, lighting, removal of snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, installed and operating equipment including air conditioning units, gas heaters, plumbing, and utility services. All maintenance shall be subject to general monitoring by Lessor to insure a continuing high quality of appearance commensurate with maintenance and safety standards of the Airport.

d. To observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Lessee for its use of the demised premises, including, but not limited to, ordinance, rules and regulations promulgated from time to time by or at the direction of Lessor for the administration of the Airport; at its own expense to submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the demised premises, including, but not limited to, any State, or local governmental Department or Board; and at its own expense to comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in connection with any new construction or alteration of the demised premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that Lessor be the applicant of record.

e. To indemnify and save harmless the Board of Airport Commissioners of the City of Burlington, its members, agents, officers and employees, their successors and assigns, and the City of Burlington, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, liens, demands, actions or cause of action of any kind and nature for personal injury, death or property damage in any way arising out of or resulting from any activity or operation of Lessee on the Airport, including the demised premises, and Lessee further agrees to pay all expenses in defending against any such claims made against Lessor; provided, however, that Lessee shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the Lessor, its agents or employees. Lessee shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly contingently or otherwise, affects or may affect Lessor.

f. To commit no actionable waste or nuisance upon the demised premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of any such waste or nuisance on said premises or the Airport.

g. To procure and maintain in effect during the term of this Agreement comprehensive general public liability insurance and hangar keeper liability insurance with responsible insurance underwriters, qualified to transact business in the State of Vermont, and naming Lessor as an additional insured, insuring against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Lessee's use and occupancy of the demised premises or otherwise caused by Lessee's activities and operations on or about said premises or the use, occupancy, activities or operations of any assigns or sublessee of Lessee pursuant to paragraph 14; with liability limits as follows: (1) comprehensive general public liability insurance with liability limits of not less than \$1,000,000.00 for any one person, and not

less than \$2,000,000.00 for each occurrence, and Hangarkeeper's loss limit of not less than \$300,000.00 for each occurrence and not less than \$150,000.00 for each aircraft.

If Lessor is subsequently required by a third party having legitimate authority to establish insurance coverage requirements applicable to the operations of the Lessee on the demised premises, and such requirement is to maintain insurance with coverage limits higher than the foregoing limits, then within sixty (60) days after Lessor's request therefore Lessee shall provide Lessor with an insurance policy whose limits are not less than those requested by Lessor, the Lessor shall provide to Lessee such documentation establishing a reasonable justification for requiring such additional limits.

Lessee shall furnish Lessor with a certificate of such insurance, within ten (10) days after execution of this Agreement, which shall provide that Lessor is an insured under said policy, and that policy cannot be cancelled or materially modified except upon thirty (30) days' advance written notice to Lessor. Lessor shall have the right to examine such insurance policy upon reasonable notice to Lessee.

In the event that Lessee is required by law to carry workmen's compensation insurance Lessee shall furnish to Lessor satisfactory evidence that it carries workmen's compensation insurance in accordance with the laws of the State of Vermont.

If at any time during the term hereof, Lessee shall fail to obtain and maintain the insurance as required herein, Lessor may affect such insurance by taking out policies in companies satisfactory to Lessor. The amounts of the premium or premiums paid for such insurance by Lessor shall be payable by Lessee to Lessor with the installments of rent thereafter next due under the terms of this Agreement.

h. To erect, construct, install, or make, or cause to be erected, constructed, installed, or made, all improvements on or to the demised premises, which are deemed fit or proper for the storage of aircraft. All additions or improvements shall be subject to the prior written consent of

Lessor, said consent not to be unreasonably withheld. All new construction and alterations of the demised premises shall be at the expense of Lessee and must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines.

i. To observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of Lessor for the administration of the Airport.

j. That the management, maintenance and operation of the demised premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to Lessor.

k. That it shall not park or allow to be parked any aircraft, vehicles, or equipment or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except at such places as may be prescribed or permitted by the Director of Aviation. Lessee further covenants and agrees to move or caused to be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Director of Aviation.

l. To properly handle, remove and dispose of any and all lubricants and/or hazardous waste and to maintain the demised premises in a clean and safe condition.

m. To observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements regarding generation, storage, disposal, removal, transportation or treatment of hazardous substances.

Lessee further unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless Lessor from and against all loss, cost and expense (including, without limitation, attorney's fees) of whatever nature suffered or incurred by Lessor on account of the existence on the demised premises, or the release or discharge from the demised premises, of "hazardous substances,"

including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against Lessor or the demised premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of hazardous substances or the imposition of a lien on any part of the demised premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of hazardous substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by Lessor in enforcing or seeking enforcement of the liability of Lessee under this indemnification. Provided, however, that Lessee shall not be liable for conditions on the demised premises that existed prior to January 1, 1982.

For the purposes of this Section, "hazardous substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offsprings, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

Lessee agrees to provide and agrees to require all approved assignees, subcontractors, sublessees, or underlessees of the demised premises to provide an annual written report to the Director of Aviation by July 1, 2014 and annually on the same day thereafter, describing in reasonable detail all products and materials containing Hazardous Substances which have been present on the demised premises during the preceding calendar year. Such report shall include for such period (i) product name or other description of each product containing such substances, (ii) quantities of each product consumed, (iii) the general purpose of each product, and (iv) a description of the storage and disposal methods for each product. Lessee shall maintain and require its assignees, subcontractors, sub lessees, or under lessees to maintain records of the disposal of all waste products containing Hazardous Substances, which will be available to the Lessor upon request for inspection and copying.

#### 8. MUTUAL COVENANTS

In connection with Lessor's leasing of the premises to Lessee, the parties mutually covenant and agree that:

a. If the demised premises or any part thereof are rendered untenable by public authority, or by fire or the elements, or other casualty, except such as shall have resulted from the negligence or willful conduct of Lessee, a proportionate part of the rent herein reserved (whether paid in advance or otherwise) shall be abated and suspended, according to the extent of such un-tenantability, until the demised premises are again made tenantable and restored to their former condition. If the premises or a substantial part thereof (more than 50%) are thereby rendered untenable to the extent they are not suitable for the purposes provided for herein, and so remain for a period of 90 days, Lessee may, at its option, terminate this Agreement by written notice to Lessor.

b. If Lessee shall pay the rent and other charges herein provided and shall keep, observe and perform all of the other covenants of this Agreement by it to be kept, performed and

observed, it shall and may peaceably and quietly have, hold and enjoy the demised premises for the term of this Agreement.

c. As stated in Section 6b above, Lessor will continue its efforts to provide facilities to serve general aviation operations by planning and expanding the Airport's infrastructure at the south end of the Airport (known as the "South End Development Project") with sufficient space to accommodate Lessee's requirement for approximately 24 hangars. Upon the expiration of the term of this lease, and provided the Lessor has made significant progress with the development of the South End Development Project, the parties agree to negotiate in good faith a lease agreement pursuant to which Lessee shall lease a parcel of land encompassed by the South End Project from Lessor sufficient to allow Lessee to construct, at its own expense, its new general aviation hangar facilities.

d. Lessor represents and warrants to Lessee that, subject to the terms of this Agreement, throughout the term hereof, Lessee may have, hold and enjoy peaceful, uninterrupted, and exclusive possession of the demised premises and rights herein leased and granted without hindrance by Lessor or any entity claiming by or through Lessor, subject to performance by Lessee of its obligations herein.

## 9. ENTRY ON PREMISES

Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

a. Upon notice to Lessee, to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement and Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities so as to permit the exercise of Lessee's rights hereunder; or

b. Upon prior notice to Lessee, to perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the demised premises and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided, however, that said work shall in no event unduly disrupt or interfere with the operations of Lessee. Nothing herein shall be construed to impose upon Lessor any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the demised premises and Lessor shall not in any event be liable for any damage to the premises or to any property of Lessee or of any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of Lessor, its employees or agents.

#### 10. CANCELLATION RIGHTS OF LESSOR

Lessor shall have the right except as provided in Subparagraph "e" herein, upon ninety (90) days advance written notice to Lessee, to cancel this Agreement in its entirety, upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

a. If Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Law or any similar law or statute of the United States or any state, territory or possession thereof, or under the state, nation or government, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of the property of Lessee;

b. If by order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or any order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any law or statute of the

United States or any state, territory or possession thereof, or under the law of any other state, nation or government, provided, that if any such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation under this subsection given shall be and become void and of no effect;

c. If by or pursuant to any order or decree of any court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee shall diligently and in good faith contest the same, any notice of cancellation under this subsection shall be and become null, void and of no effect;

d. If Lessee shall voluntarily abandon the demised premises for a continuous period of one hundred twenty (120) days;

e. If Lessee shall fail to pay when due the rental charges or other money payments required by this Agreement, Lessor shall have the right, upon thirty (30) days advance written notice to Lessee, to cancel this Agreement in its entirety;

f. If Lessee shall fail to conduct itself in compliance with the norms and practices of the aviation industry and in particular with the requirements set forth in the Airport's Rules and Regulations;

g. If Lessee shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by Lessee hereunder and shall fail to remedy said default within thirty (30) days of the receipt by Lessee of written demand from the City so to do, except that if by reason of the nature of such default, the same cannot be cured within thirty (30) days, Lessor shall have the right to cancel if Lessee shall have failed to commence the remedying of such default within said thirty

(30) days following receipt of such written demand or having so commenced shall fail thereafter to continue with diligence the curing thereof;

h. Continuation of the circumstances referenced in paragraph 13 for a period of ninety (90) days.

#### 11. CANCELLATION RIGHTS OF LESSEE

Lessee shall have the right, upon thirty (30) days advance written notice to Lessor, to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

a. The issuance by any court of competent jurisdiction of an injunction, order or decree, preventing or restraining the use by Lessor of all or any substantial part of the premises or of the Airport for the uses permitted by this Agreement, preventing or restraining the use of the Airport for usual airport purposes in its entirety or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least ninety (90) days;

b. The default by Lessor in the performance of any of the terms, covenants or conditions to be fulfilled by it under this Agreement and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee so to do, except that if by reason of the nature of such default, the same cannot be cured within thirty (30) days, Lessee shall have the right to cancel if Lessor shall have failed to commence the remedying of such default within said thirty (30) days following receipt of such written demand or having so commenced shall fail thereafter to continue with diligence the curing thereof;

c. The inability of Lessee to conduct its business at the Airport substantially in accordance with the rights conferred by this Agreement, for a period of at least ninety (90) days, because of (i) any law, or (ii) any rule, order, judgment, decree, regulation or other action or non-action of any governmental authority, board, agency or officer having jurisdiction thereof;

d. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action of normal civilian traffic at the Airport or the use of airplanes by the general public, and any of said events shall result in material interference with Lessee's normal operations continuing for a period in excess of ninety (90) days.

#### 12. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors upon the premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee within a reasonable time not to exceed three (3) months from the completion of any such construction. Provided, that if Lessee is in the process of contesting, in good faith, the assertion of any such lien, it shall not, pending the termination of such contest, be obligated to remove such lien.

#### 13. FORCE MAJEURE

Neither Lessee nor Lessor shall be deemed in violation of this Agreement if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The

suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

#### 14. ASSIGNMENT

a. The activities, uses, privileges and obligations authorized herein are personal and Lessee shall not assign, sub-contract, sublet, or underlet the same or any portion thereof except to its parent or a wholly owned subsidiary of Lessee, or assign, sub-contract, sublet, or underlet the demised premises or any portion thereof, except to its parent or a wholly owned subsidiary of Lessee, without the express consent of Lessor in writing, which shall not be unreasonably withheld, and any purported assignment or sub-contract in violation hereof shall be void. No assignment or subletting to a subsidiary of Lessee shall operate to relieve Lessee from any of its responsibilities hereunder and Lessor may continue to look to Lessee in its enforcement of any Lease term or condition. Lessor shall be given at least sixty (60) days advance written notice of any planned assignment to or subletting by a subsidiary of Lessee and full opportunity to verify the subsidiary's status as such. Lessor will not be unnecessarily arbitrary in granting said permission, but Lessor shall be the sole judge as to the reliability, capability, character, and desirability of the parties involved.

b. Notwithstanding the provision of (a) above, for the purposes of financing construction of improvements upon the demised premises (the "Improvements"), and solely in connection therewith, Lessee shall have the right from time to time to execute and deliver to one or more banks or other sources of financing ("Lessee's Lender") suitable mortgages, assignments or other security interest on all or any portion of the Improvements and its interest as Lessee under this Agreement (the "Leasehold Estate"), subject to the following terms and conditions:

(1) Such security instruments shall constitute valid and enforceable liens in favor of Lessee's Lender, anything in this Agreement to the contrary notwithstanding.

(2) Lessee shall give written notice to Lessor of the identity of Lessee's Lender, and shall provide a copy to Lessor.

(3) Lessee's Lender shall have an opportunity to cure any default by Lessee within the applicable time limits provided in this Agreement to Lessee plus an additional fifteen (15) days.

(4) In order to accomplish cancellation of this Agreement pursuant to Sections 10 and 11 hereof, the party who would cancel shall deliver notice of such cancellation to Lessee's Lender, which or who shall thereupon have the right to become the owner of the Leasehold Estate on the same terms and priority as Lessee by paying back rent and curing such other defaults by Lessee as may then be existing.

(5) Nothing contained in this paragraph shall be construed as requiring Lessee's Lender to cure a default by Lessee hereunder; rather it shall become liable under this Agreement only when and if it elects, upon default by Lessee, either to become owner of the Leasehold Estate or to assume the obligations of Lessee hereunder. In such event, Lessee's Lender shall become liable hereunder for the period it is the owner of the Leasehold Estate and it shall have all rights of Lessee hereunder for said period the same as if it has been the original signatory hereof.

(6) If Lessee's Lender becomes the owner of the Leasehold Estate, it shall, upon prior written consent of the Lessor as to the fact of transfer and the identity of the transferee, after consideration of the proposed transferee's experience in the aviation business, its capital structure and its general business reputation (which consent shall not be unreasonably withheld or delayed) have the right to transfer the Leasehold Estate to a third party subject to the assumption by the transferee of all obligations of Lessee hereunder. Such a transfer by Lessee's

Lender shall be in a form satisfactory to the Lessor. Upon such a transfer, Lessee's Lender shall be relieved from all further responsibility and obligations of this Agreement.

(7) Nothing herein contained shall be construed as limiting the right of Lessee to cure any of the its defaults as elsewhere provided in this Agreement and, similarly, nothing herein contained shall be construed as granting Lessee's Lender, or its successor in interest, if any, greater rights in the demised premises and the Improvements than Lessee has under this Agreement.

#### 15. EXCLUSIVITY - NON-DISCRIMINATION

a. Lessee agrees that in the exercise of any of the rights and privileges herein granted for the furnishing of any aeronautical services to the public that it will:

(1) Furnish any such service on an fair, equal, and non-discriminatory basis to all users thereof, and

(2) Charge fair, reasonable, and not unjustly discriminatory prices for any such unit or service; provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

b. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of Federal Aviation Act of 1958.

c. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under said land and the furnishing of services hereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21 Non-Discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and facilities thereon, and hold the same as if said Agreement had never been made or issued.

d. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R., Part 152 Subpart E, to insure that no persons shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R., Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. Lessee assures that it will require that its covered sub organizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

#### 16. LIVABLE WAGE

Concessionaire shall comply with the provisions of the City's Livable Wage Ordinance, including any amendments to that ordinance and any annual adjustments to the Livable Wage rate by the City. Concessionaire shall submit a Certification of Compliance, and that certification is hereby incorporated into this Agreement. Currently, the livable wage for employees who receive health care benefits is \$13.94 per hour. The livable wage for employees who do not receive health care benefits is \$17.71 per hour.

Concessionaire is further advised to consult the livable wage ordinance for a more detailed description of its requirements.

18. TITLE TO IMPROVEMENTS

Upon expiration of this Agreement, by cancelation or termination of the lease term, all fixed improvements made upon the demised premises by Lessee shall be and remain the property of Lessee who, in lieu of any renewal, extension or renegotiation of this or any subsequent Agreement, shall remove or otherwise dispose of said fixed improvements as soon as reasonably possible, but in no event longer than one hundred and twenty (120) days, following such cancellation or termination. It is the obligation of Lessee to restore the demised premises to a condition equivalent to that existing immediately prior to Lessee's initial occupancy of the demised premise, which occurred on or about January 1, 1982.

19. GENERAL PROVISIONS

a. Any notice or other communication from either party to the other pursuant to this Agreement shall be deemed sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Lessor: Director of Aviation  
Burlington International Airport  
1200 Airport Drive, Box 1  
So. Burlington, VT 05403

For Lessee: Dan Girard, President  
Hangar Condominium Association, Inc.  
11 Heath Street  
South Burlington, VT 05403

or to such other address as the party to be given such notice shall from time to time designate to the other by notice given in accordance herewith.

b. The term "Lessor" as used in this Agreement means the Board of Airport Commissioners of the City of Burlington and the City of Burlington, and where this Agreement speaks of approval and consent by the City, such approval is understood to be manifested by act of the Director of Aviation, except as otherwise expressly stated in this Agreement.

c. No acceptance by Lessor of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of Lessor to terminate this Agreement.

d. A waiver by Lessor of any default of Lessee, or by Lessee of any default by Lessor, in the performance of any of the covenants, terms or conditions of this Agreement shall not be deemed or considered to be a waiver of any other matter, and the various rights, powers, privileges, options and remedies of Lessor and Lessee herein contained shall be cumulative, and no one of them shall be deemed to be exclusive of any other, or exclusive of any rights, powers, privileges, options or remedies provided by law.

e. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

f. This Agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of subsequent date hereto executed by both parties by their respective officers or other persons duly authorized.

g. In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

h. The sectional or paragraph headings throughout this Agreement are for the convenience of Lessor and Lessee and are not intended nor shall they be used to construe the intent of this Agreement or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

i. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against either party, it being stipulated and agreed that Lessee participated in the drafting hereof. This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

#### 18. HOLDING OVER

Lessee shall yield and deliver peaceably to Lessor possession of the demised premises on the date of expiration or sooner termination of this Agreement. In the event Lessee shall hold over and remain in possession of the premises herein leased after expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall only create a tenancy from month to month which may be terminated at any time by Lessor upon thirty (30) days advance written notice and which shall, except for rent and term, be on the terms herein so far as is applicable. Rent will be determined by Lessor consistent with the then prevailing rental fees for similar premises.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

ATTEST:

Nicolas Longo 9/20/13  
Witness NICOLAS LONGO

Ryan Betcher 9/20/13  
Witness Ryan Betcher

CITY OF BURLINGTON

BY Gene Richards  
Gene Richards, Director of Aviation

ATTEST:

Nicolas Longo 9/20/13  
Witness NICOLAS LONGO

Ryan Betcher 9/20/13  
Witness Ryan Betcher

HANGAR CONDOMINIUM ASSOCIATION, INC.

BY Dan Girard  
Dan Girard, President

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Burlington, this 20<sup>th</sup> day of September, 2013, before me personally appeared Gene Richards, duly authorized agent of the City of Burlington, and he acknowledged the execution of this document to be his free act and deed, and the free act and deed of the City of Burlington.

[Signature]  
Notary Public

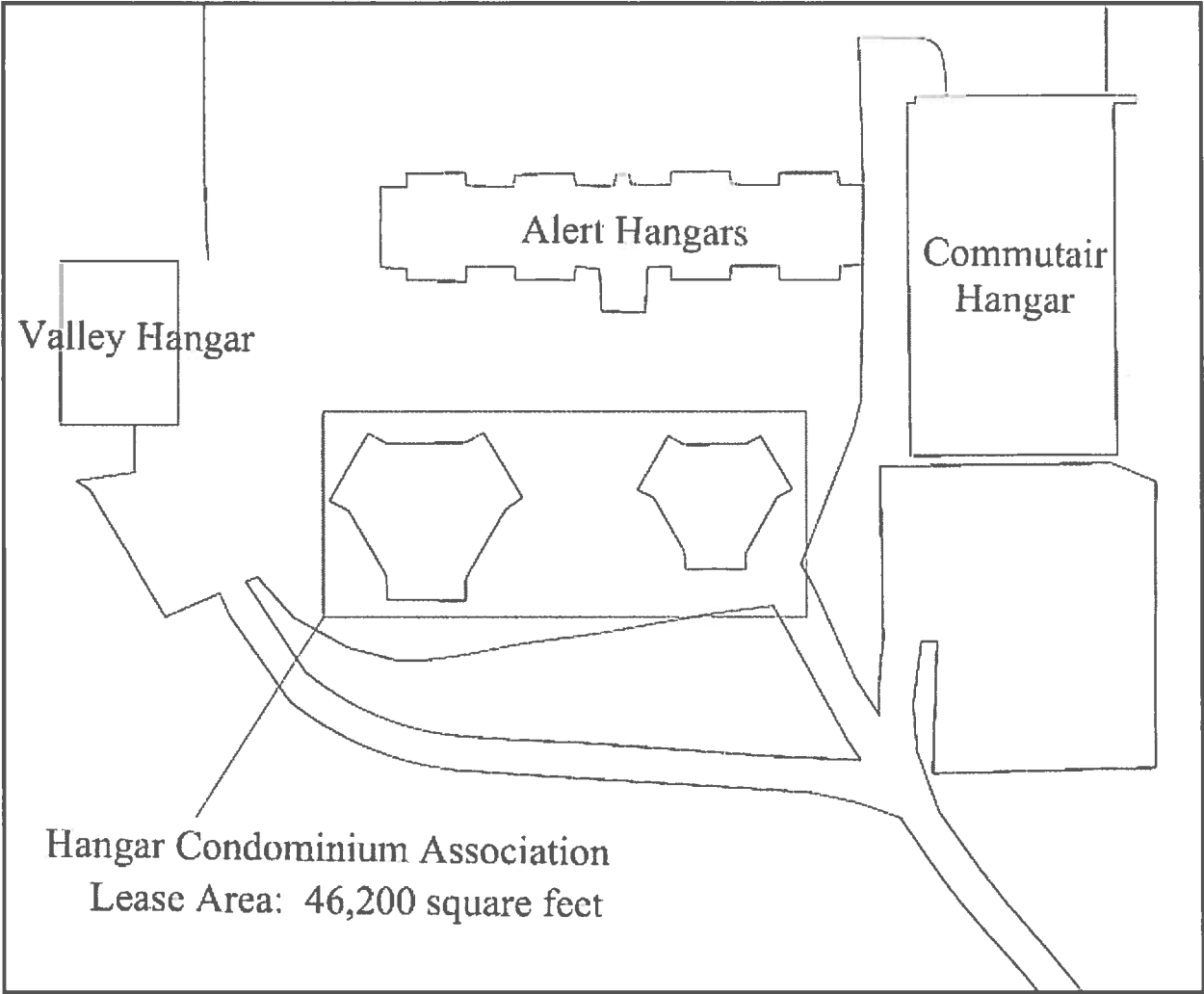
STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At S. Burlington, this 20<sup>th</sup> day of September, 2013, before me personally appeared Dan Girard, duly authorized representative of Hangar Condominium Association, Inc., and he/she acknowledged the same to be his/her free act and deed and the free act and deed of Hangar Condominium Association, Inc.

[Signature]  
Notary Public 2/10/15

200020/135

EXHIBIT "A"



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

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

DATE: January 7, 2026

SUBJECT: Request to execute a lease amendment with Hangar Condominium Association Inc.

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## **REQUEST**

The Patrick Leahy Burlington International Airport ("the Airport" or "BTV") respectfully requests approval and authorization to execute a lease amendment with the Hangar Condominium Association Inc (HCA).

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## **EXECUTIVE SUMMARY**

### **Background**

The Hangar Condominium Association (HCA) has held a lease with the Airport since the 1980s and operates general aviation services at the Airport. HCA expressed interest in developing the property and requested a lease amendment to include these developments and to extend their lease, which is set to expire on August 31, 2028.

## Lease Terms

The proposed amendment includes the following key terms:

- **New expiration:** August 31, 2038
- **Renewal Option:** One 10-year extension
- **Rental Rate:** \$2,072 per month, or \$24,865 annually (\$0.54/Square Foot)
- **Annual Rent Increase:** Consumer Price Index-Urban measured from July of the previous year to July of the current year two percent (2%) and no greater than 6%
- **Construction Commitment:** All improvements commence
- New Exhibits B and C
- Updated language regarding FAA required nondiscrimination clauses
- We will also be amending the insurance requirement to align with up to date limits

## Conclusion

The Hangar Condominium Association is essential to the participation of general aviation at the Airport. The Airport is excited to encourage the growth of this space so that general aviation can grow here at the Airport

We respectfully request the approval and authorization to proceed with finalizing and executing the lease agreement with the HCA.

## MOTIONS:

### Airport Commission

1. To approve the memo as presented

### Board of Finance:

1. To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the lease amendment with the Hangar Condominium Association, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council:

1. To authorize the Mayor of the City of Burlington to execute the lease amendment with the Hangar Condominium Association, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.

To: Airport Commission

From: Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: **January 7, 2026**

Subject: Airport Commission Construction Update

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1. **Environmental Assessment (est. \$.25M).** The purpose of this project is to evaluate environmental impacts related to the mitigation of obstructions with in the aircraft approach surfaces to the runways. This is in follow up to the recently completed Master Plan, which includes obstruction identification and environmental review. Completed, working on close out documents.
2. **South Terminal Replacement Project (\$35M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen through the Airport Terminal Improvement Program from the Bipartisan Infrastructure Law. We have submitted our request for full build out of this project, including: Demolition of the existing South Concourse; new Terminal improvements (approximately 45,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; up to four (4) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished South Concourse footprint. The South Terminal Replacement Project will be approximately 160' farther from Taxiway A as the existing South Concourse. We were not selected this past year and have reapplied for FFY23 design only. We did receive notice from the program that we will be awarded the a design only grant for this project. We have finalized discussions with the FAA to how best move this project forward in the future, as the timing to design this needs to be pushed back due to FAA scheduling requirement and having the funding to complete the construction of this project. We have moved forward with schematics and preliminary cost estimates for existing potential funding source applications.
3. **Cargo Apron Construction Project (\$4.7M).** The purpose of this project is to provide additional space for other potential cargo carry operations. Have submitted 7460-1 (Air Space Review) to FAA for this project. The scoping of the he project, design only has been completed with the FAA. The IFE process for completion before a FAA Grant Application in April has been completed. Grant Application was submitted on April 3, 2023. Grant has been issued, moving to finalize contract. The contract has been issued to Hoyle, Tanner and Associates with the design to start. It has been determined that this project will require additional FAA technical operations review prior to proceeding. The FAA updated review has been issued as favorable, and the project design is moving forward. We plan on bidding

this project later this year. Project design is near completion. Working on permit applications. **We anticipate we will apply for a grant in April of 2026 for construction.**

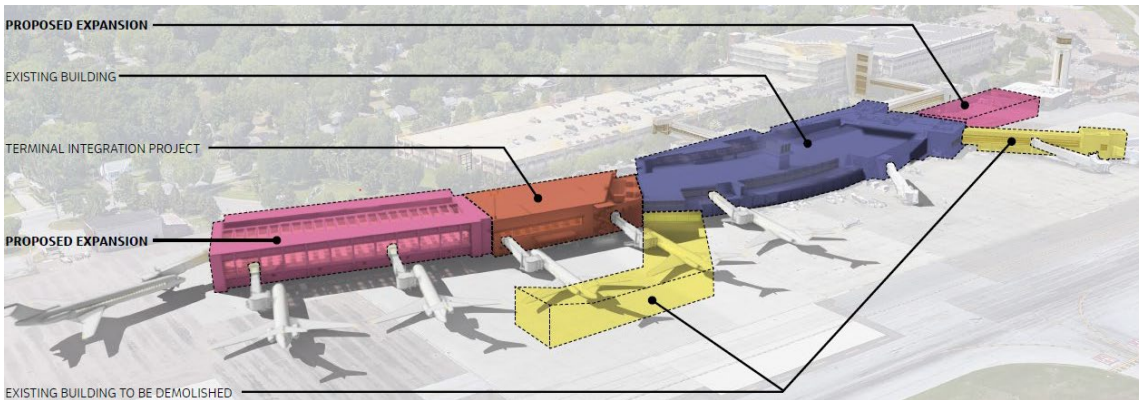
4. **SRE Building Design (\$1.2M)**. The purpose of this project is to replace the existing out dated facilities, which does not meet the storage needs of the required equipment to maintain the airfield. A contract for study is being completed with programing and scoping moving forward. The scoping session with the FAA has been completed. The final scope is complete with the IFE process was completed. The Grant Application was submitted to the FAA. Contract has been signed with Passero Associates to design and bid this project. Site investigations were completed in November. The site plan is developed with the building design at 30%. We have had page turn of the draft plans. Applications for permits are being moved forward. A pre –Application meeting was held with South Burlington Planning and Development Staff in preparation for an upcoming DRB hearing. Permit Applications are being prepared. We presented to the South Burlington DRB on June 3rd. The hearing was not closed. There were items that needed follow up. We have followed up on these items and are scheduled back with the DRB on July 1, 2025. The SB DRB process has been completed. **Permits have been issued. Bids for construction are due on January 9, 2026.**
5. **FAA CIP for FY26 and next 5 years.** We met with the FAA Airports Division on September 17th. Items discussed for FFY26, cargo apron construction, SRE building construction, obstruction removal easements, final application to complete project NeXT, RSIP Phase 6 considering receipt of the \$7.3M grant from OLDCC, centralized deicing and the following 5 years. **We updated the CIP with these consideration and have received the FAA's comments on this. We will be updating again and resubmitting.**
6. **BETA – Development**  
Communication and coordination with Beta on the first phase of the Electric Aircraft Assemble Facility and Valley West Hangar for all aspects of permitting, environmental, engineering, utilities and attendance at public hearing and construction meetings. The first Phase is complete. **We are coordinating with Beta on all aspects of their development, currently the child care center permitting and Hangar Construction.**
7. **South Apron and TW G Ext. Development (\$6.6)**. The purpose of this project is to provide much needed additional general aviation apron area on the airfield. Completed, working on closeout documents.
8. **Glycol System Upgrade (est. \$3.5M)**. The purpose of this project is to improve the glycol system (De-icing). We have had additional follow up discussions with the FAA and it appears this is eligible for funding and is being added back into our FAA CIP. We have received and reviewed the site evaluation and process review scope. We brought this for Airport Commission approval last month subsequently, it was approved by City Council. Study is moving forward. We visited the Syracuse Airport to evaluate and understand the technology they were using to compare to our Portland Jetport visit. The Draft study has been issued and is under review by the airport team. A review session with Stantec was completed. We had a joint meeting last week with our consultant and our FBO Heritage Flight to get

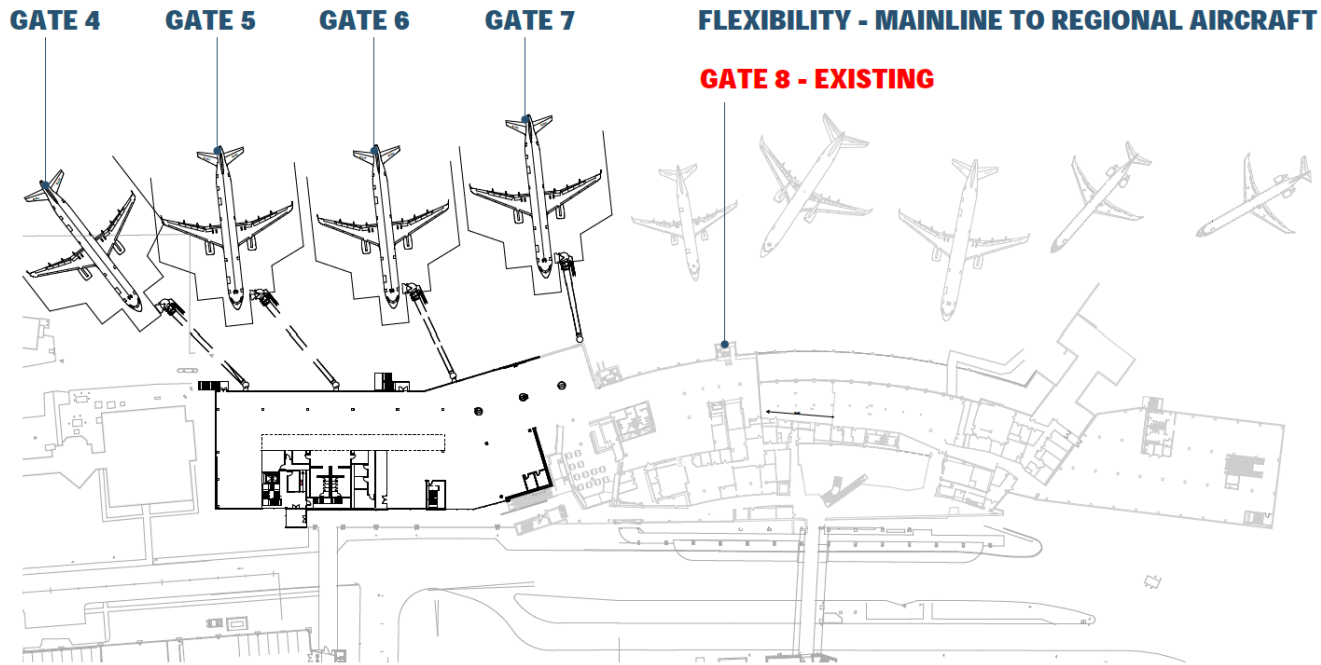
their input. The final report is completed. A 7460 – 1 (Siting review) has been submitted for the siting of the first site location for review. We are working on our CIP with the FAA, to see how we fund this. Then we can start scoping the project with the FAA.

- 9. North Terminal Improvement Project (\$2.2M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience due to the completion of the TIP the north terminal will be upgraded to provide more capacity for passengers and concessions. This includes the removal of the existing north TSA station along with the removal of the existing escalators. This project is under design and funding is anticipated from the recent approval of the Infrastructure Law. Received Bids with the selected bidder being Engelberth Construction, Inc. Preparing and submitting Grant Application. This will become a FFY23 Project. We have received the Grant from the FAA. Construction is nearing completion, and should be complete by September 15th. There was a delay related to the glass for the new restaurant area. Construction is complete with final inspection with the FAA completed on 10/30/23. **Project closeout in process.** We have applied for an additional grant to add additional egress lanes in both the North and South Terminal locations. A grant application was submitted April 26<sup>th</sup> to the FAA. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. Grant has been issued for the two new egress lanes. A review of the issued funding is being reviewed by the airport on how much money can actually be used from the grant for this project. This determination is close to being resolved. Due to FAA rules this grant is being sent back because it does not support the full extent of this project.
- 10. PROJECT NEXT: North Terminal Replacement Project and New PBB's (\$63M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen from Senator Leahy's office through Congressional Directed Spending. We have submitted our request for full build out of this project Phase III Terminal Improvement Project, including: Demolition of the existing North Concourse; new Terminal Improvement (approximately 25,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; six (6) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished North Concourse footprint. Contract for 30% design has been issues to Jacobs Engineering Group. Geo-technical site work has been completed. Data collection and design currently on going. We submitted to the FAA for a Construction Manager at Risk (CMAR) RFQ/P construction development process. We received approval from the FAA on this procurement process. The RFQ/P for CMAR has been advertised with a pre-bid meeting and site visit by prospective contractors completed. CMAR Proposals received reviewed and scored. Also, held interviews with the top 3 contractors. This has been scored and we can let you know the selected contractor at the AC meeting. As reported the CMAR selected is Engelberth Construction Company. The contract with our design engineer, Jacobs Engineering Group, is completing the 80% design to move to pricing. We received City Council approval to accept the Grant on March 25 for this project, as brought for your approval during our last meeting. Our CMAR is in the process of receiving bids for the final price for this project. The FAA asked us to submit a draft grant application for administrative review prior to final construction pricing to help us expedite the grant issuance, with them once final pricing is in. The Draft Application was completed and submitted

on March 27. The FAA grant application was submitted on May 23. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. We received the Grants for this project. The work has started and is ongoing the project. We submitted the NeXT Grant Application - 3 with Contractor Change Orders to support the new passenger boarding bridges and the second floor renovations, on April 28, 2025. This grant was recently received. The jet bridges have been ordered and the bases are being set. We are working on the final grant application for items that will wrap this project up. This includes but is not limited to the balance of the second floor renovation, additional apron and heating and cooling systems. **We'll be applying for the final grant for this project by April for this project.**

**Conceptual Renderings – North and South Terminal (concourse) Improvements**





11. **RW 15 – 33 Improvements – Mill and Overlay (15M).** The project is complete, with a few minor punch list items to be completed. Final inspection was completed with the FAA present. We are moving this project to close out.
12. **Airfield Pavement Plan Update (\$.25M).** The purpose of this project is to update the outdated pavement condition report done in 2017. All surfaces will be evaluated so we can plan on future improvement for the safety of the aircraft users. Scoping has been completed with the FAA. We have completed the IFE. A Grant Application was submitted on April 3, 2023. Investigations have started, and the grant has been issued. Moving to finalize contract. The Contract has been issued to HTA with the investigations being completed. The report is in progress.
13. **TW C/G Rehabilitation (\$4.6M).** The purpose of this project is to improve the pavement condition of the airport’s taxiway C and intersection at taxiway G. Bids were received on April 24, 2025. We received 2 bids. Pike Industries was the lowest most responsive bidder. The FAA Grant Application was submitted on April 28, 2025. Construction will begin in the spring of 2026. This grant was recently received. A NOA has been given to the contractor with contract being completed. **Contracts have been issued with the Contractor with construction starting in the spring.**
14. **Obstruction Removal (\$0.5M).** The purpose of this project is to remove potential obstructions with in the aircraft approach surfaces to runways 15 and 33. Environmental Assessment is almost complete with the scoping session with the FAA to be scheduled. FAA Grant Application is pushed back to May 1, 2026. This is due to a review of our existing easement and a determination if others may be required Construction will begin as soon after grant is issued as possible taking into environmental

conditions. We are moving forward with scoping to review existing and proposed easement.

15. **Runway 33 Threshold Bar Improvement Project (\$0.25M)**. The purpose of this project is to remove the damaged navigational aid, replace the lights and rings, and place a quick dry durable concrete for a longer term fix. This project has been completed and the FAA flight check completed. **Closeout will be completed with the RW 15-33 Project.**
  
16. **VTANG Arrester Cable Drainage (Stormwater) Project (\$1.5M)**. This project involves repairing and modifying the existing Aircraft Arresting Systems (AAS), which are safety mechanisms designed to rapidly decelerate aircraft during landings or takeoffs by catching the aircraft with cables or barriers. The improvements will include upgrading the drainage system by adding infiltration galleries and connecting it to the existing stormwater system, ensuring continued compliance with state and federal stormwater regulations. Enhancements include upgrading the sump pump capabilities to establish redundant drainage functions in each barrier pit, updating the control system for flood-level monitoring, and relocating the Arresting Gear Markers. The AAS at Leahy BTV are the only functioning systems for this installation and are critical to operations. This project is being completed concurrently with the Runway 15 – 33 Rehabilitation Project. The project was bid. Engineers Construction, Inc. (ECI) was selected to complete this work. We have a signed contract from ECI and have received final documents from VTANG. The contract has been executed by the Airport. The project is complete, with a few minor punch list items to be completed. Final inspection was completed with VTANG present. We are moving this project to close out.

To: Airport Commissioners  
From: Marie Friedman, CPA, Director of Finance  
Date: December 31, 2025  
Re: Financial Highlights Report for January 7, 2026 meeting

- This month's financial package includes the November P&L, Revenue Recovery Metrics and the Banking Balance report.
- STIMULUS GRANTS Summary
  - The Airport received a \$7.6M Grant November 30, 2021 under the American Rescue Act. There is still \$768,957 available under ARPA grant. This grant was closed out in December, and the remaining balance paid to the Airport.
  - BTV renewed the Grant Anticipation Note (GAN) in early July. There is one drawdown for AIP-149 (South Apron Construction) for \$372,000 under the new GAN. The Airport has \$9,628,000 million still available to draw on if needed. Interest rates are adjusted monthly. Interest paid on the GAN is eligible for reimbursement under a future PFC application.
- Year-to-date (YTD) Revenues through November were \$12.6 Million. Operating revenues are lower than the prior year, primarily due November 2024 showing \$946,754 in Stimulus funds. The December P&L will reflect the \$768,957 received from the stimulus funds this year. The parking garage revenues are higher (due to increasing the daily rate), however landing fees are lower. Starting in February 2026, incentives for Breeze will expire, and they will begin paying landing fees on some of their routes. Please refer to the P&L for more detail. The Airport Revenue recovery schedule is included as well. All metrics are recovering as expected. This shows five revenue sources and how they performed over time. The data points represent a trailing twelve month for each month.
- Expenses thru November were \$7.98 Million. This is very similar to last year. Please refer to the P&L for more detail.
- Cash update: As of November 30, 2025, BTV had \$4,227,594 in the Airport International account and did not owe the City any money.



# Budget Performance Report Fiscal

## Year to Date 11/30/2025

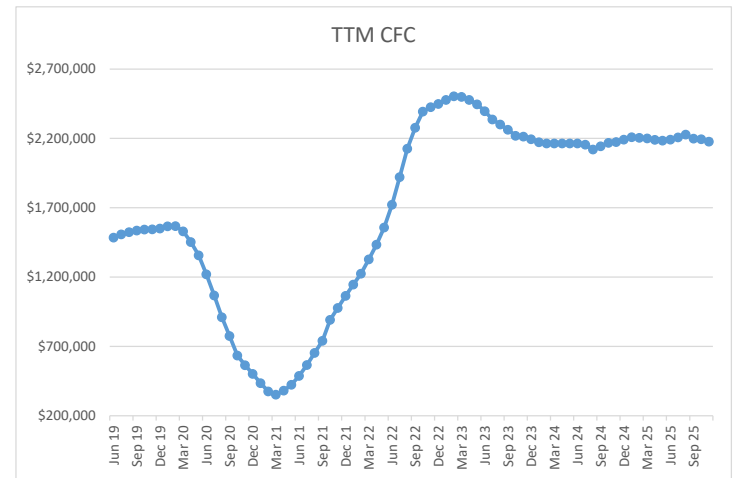
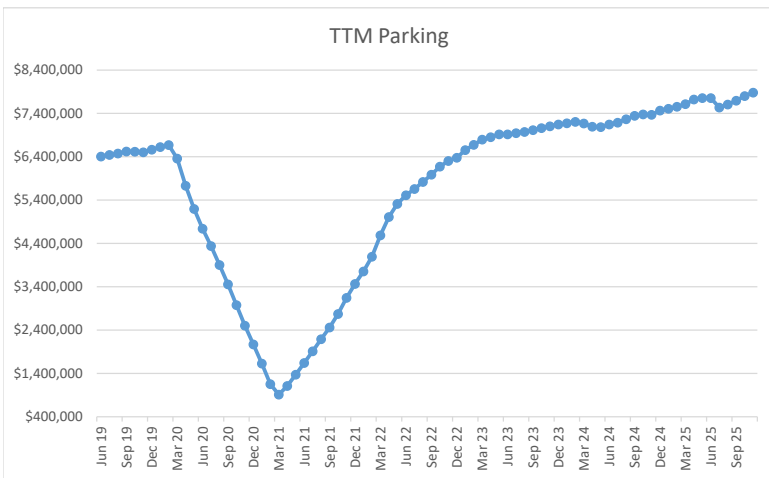
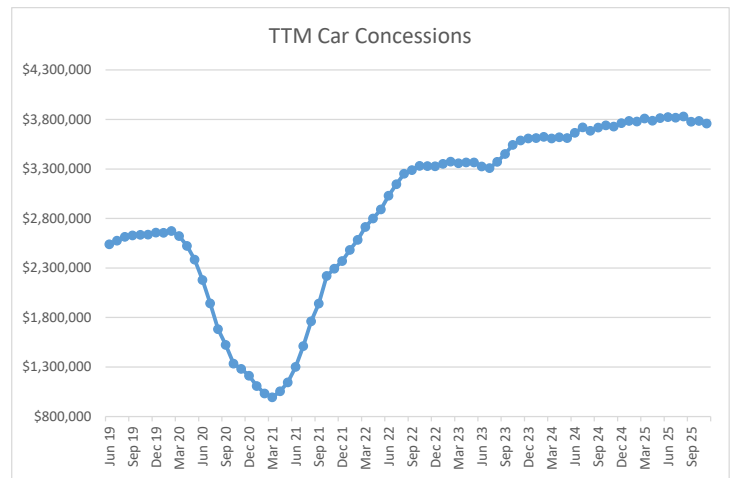
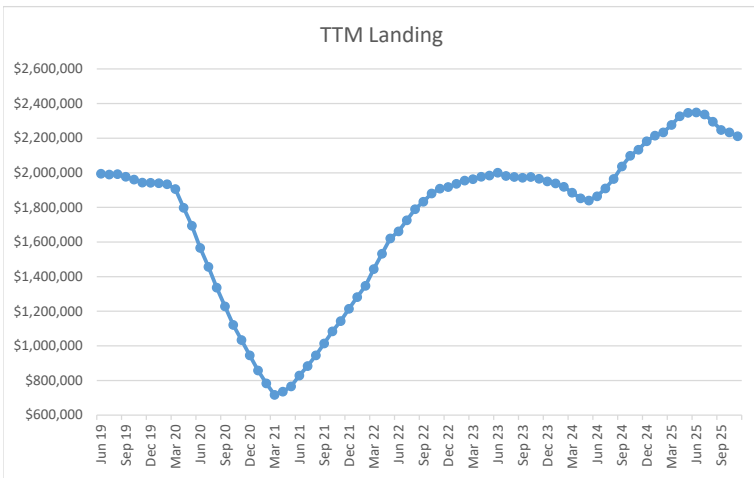
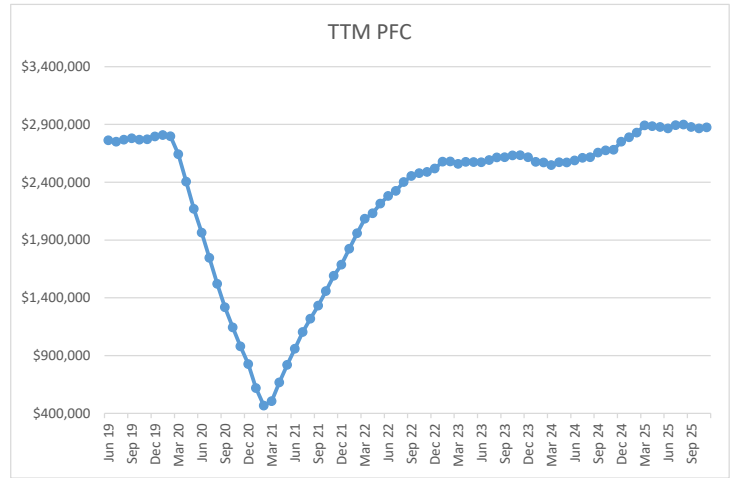
Account	Account Description	Amended Budget	YTD Encumbrance	FY 2026 YTD Transactions	Remaining Balance	% Used/ Received	FY 2025 YTD Transactions
<b>REVENUES</b>							
4050	Parking Fines	35,000	-	3,750	31,250	11%	-
4247	Fees and Permits	110,000	-	68,422	41,578	62%	51,277
4267	Utility Reimbursement	151,000	-	72,816	78,184	48%	64,175
4268	Sale of Gasoline	650,000	-	339,662	310,338	52%	312,136
4295	Parking Fees	8,100,000	-	3,541,195	4,558,805	44%	3,119,775
4297	CFC's	2,200,000	-	1,198,332	1,001,668	54%	1,213,376
4345	Advertising Revenues	200,000	-	18,835	181,165	9%	48,750
4380	Third Party Gateway	1,000	-	375	626	+++	138
4385	Ticket Sales	20,000	-	-	20,000	0%	-
4390	Concessions	425,000	-	224,766	200,234	53%	201,136
4440	Taxi Fees	195,000	-	130,413	64,587	67%	122,578
4445	Terminal Rent - Exclusive	1,125,000	-	448,487	676,513	40%	435,430
4450	Terminal Rent - Commonuse	1,725,228	-	622,888	1,102,340	36%	695,374
4455	Terminal Concessions Airport	800,000	-	421,404	378,596	53%	376,086
4460	Rental Car Concessions	3,800,000	-	2,163,448	1,636,552	57%	2,098,480
4465	Rent Grounds	619,341	-	228,744	390,597	37%	232,405
4470	Rent Buildings	1,123,000	-	377,164	745,836	34%	481,729
4475	Landing Fees	2,300,000	-	1,003,312	1,296,688	44%	1,140,963
4480	PFC Revenue	2,800,000	-	1,196,631	1,603,369	43%	1,187,995
4505	Terminal Non Airline	670,000	-	280,778	389,222	42%	216,891
4535	Misc Rev	1,000	-	211	789	21%	415,310
4600	Fees For Services	6,500	-	4,550	1,950	70%	3,120
4700	Interest / Investment Income	50,000	-	58,977	(8,977)	118%	77,343
4702	Interest Income PFC	10,000	-	-	10,000	0%	5,568
4703	Restricted Interest Income	49,000	-	79,866	(30,866)	163%	112,190
4705	Unrealized Gain/Loss-Invest	-	-	(20,088)	20,088	+++	(36,499)
4750	Gain/Loss On Asset	-	-	4,417	(4,417)	+++	33,105
4875	Grants	217,000	-	-	217,000	+++	-
4890	Grant Federal - Non Operating	870,000	-	-	870,000	0%	946,754
4925	Proceeds	1,000	-	-	1,000	0%	-
4961	Property Tax Reimbursement - Airport	215,365	-	140,022	75,343	65%	145,246
<b>Total Revenues</b>		<b>\$ 28,469,434</b>	<b>\$ -</b>	<b>\$ 12,609,377</b>	<b>\$ 15,860,057</b>	<b>44%</b>	<b>\$ 13,700,832</b>



**Recovery Metrics**

	At Feb 2020	Minimum	Drop	Current	Recovery
Parking	\$6,670,572	\$911,595	-86%	\$7,880,394	118%
PFCs	\$2,797,591	\$467,680	-83%	\$2,874,407	103%
Car Concessions	\$2,673,896	\$994,488	-63%	\$3,758,849	141%
Landing Fees	\$1,933,993	\$291,209	-85%	\$2,211,442	114%
CFCs	\$1,568,752	\$352,036	-78%	\$2,176,876	139%

All figures are trailing twelve months



# Burlington International Airport

Cash and Investments  
November 30, 2025

Account	Account Description	11/30/2025
<b>Unrestricted Bank Accounts</b>		
1000_400	Bank Account Airport	4,227,594
1050_496	Cash Restricted AIP Deposit Keybank	40,435
<b>Restricted Bank Accounts</b>		
1050_420	Cash Restricted Escrows - Airport PFC TD Bank	5,919,830
1000_415	Bank Account - PFC Prepaid Cash Account	491,892
1000_420	Bank Account CFC	4,283,901
1050_416	Cash Restricted Revenue Bond DSR-Zion Trustee	3,499,843
1050_492	Cash Restricted Air Debt Service Fund - Interest	314,385
1050_401	Cash Restricted Air Debt Service Fund-Principal	796,857
1050_402	Cash Restricted Air Debt Service Fund-Sinking	486,969
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	5,714,852
1050_430	Cash Restricted Airport Renewal and replacement - Zion	283,412
1050_495	Projects Operating Acct/Escrow GAN Keybank	279
Total Cash and Investments		26,060,251
1100_999	(Due To) / Due From Pooled Cash (timing)	-

## Comparative Information on Primary Airport bank account

		11/30/2025
1000_400	Bank Account Airport - Current Fiscal year	4,227,594
1000_400	Bank Account Airport - Prior Fiscal year -November 2024	6,480,191
1000_400	Bank Account Airport - Two prior years - November 2023	5,003,967

# Patrick Leahy Burlington International Airport Board of Commissioners Residential Sound Insulation Program Report

**January 7, 2026**

ADDITIONAL INFORMATION IS UPLOADED TO [WWW.BTVSOUND.COM](http://WWW.BTVSOUND.COM)

## **BACKGROUND:**

### **Residential Sound Insulation Programs:**

The purpose of the project is to convert a sample of incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB.

## **PHASES OF THE RESIDENTIAL SOUND INSULATION PROGRAM (RSIP)**

- 1. Sound Insulation Pilot Project (Phase 1) (\$1.5M).** This Program includes: Program formulation, Home eligibility determination, project schedule for this Phase 1 portion included 9 properties, and construction improvements are substantially complete. The close out is ongoing with the contractor.
- 2. Residential Sound Insulation Project - Phase 2 (\$2.20M)** The purpose of the project was to convert incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas as defined in the Phase 1 project and the Noise Compatibility Program. The Airport continued implementation of its Residential Sound Insulation Program (RSIP). This grant included: community outreach, historic review, design and bidding of 52 homes, noise reduction of 6 homes which construction improvements were substantially completed and close out is ongoing with the contractor. Properties were located within the 70+ DNL FAA accepted 2023 noise contours. The installation of noise reduction materials for the 5 properties was

completed. Materials were purchased for the 6<sup>th</sup> property however the homeowner left the area. It will be completed with the next phase of homes. The close out is ongoing with the contractor.

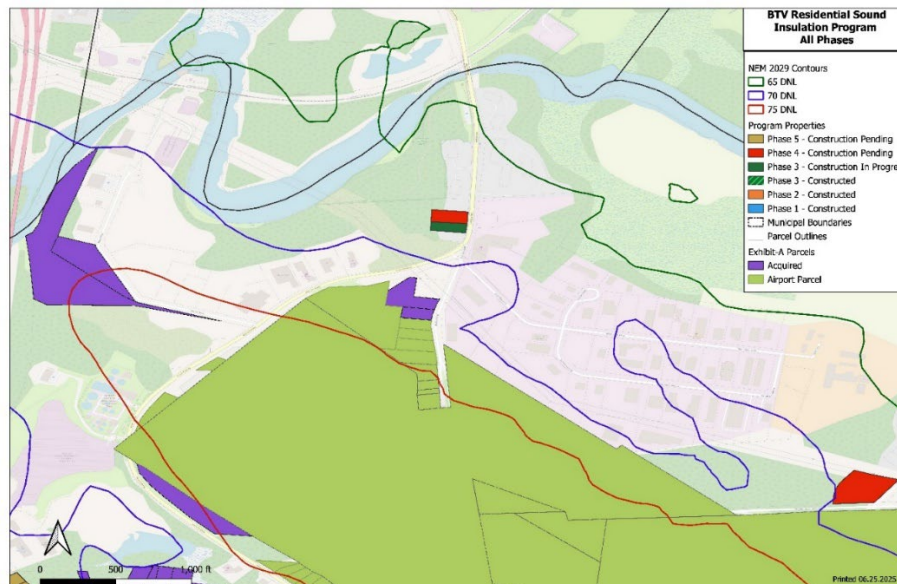
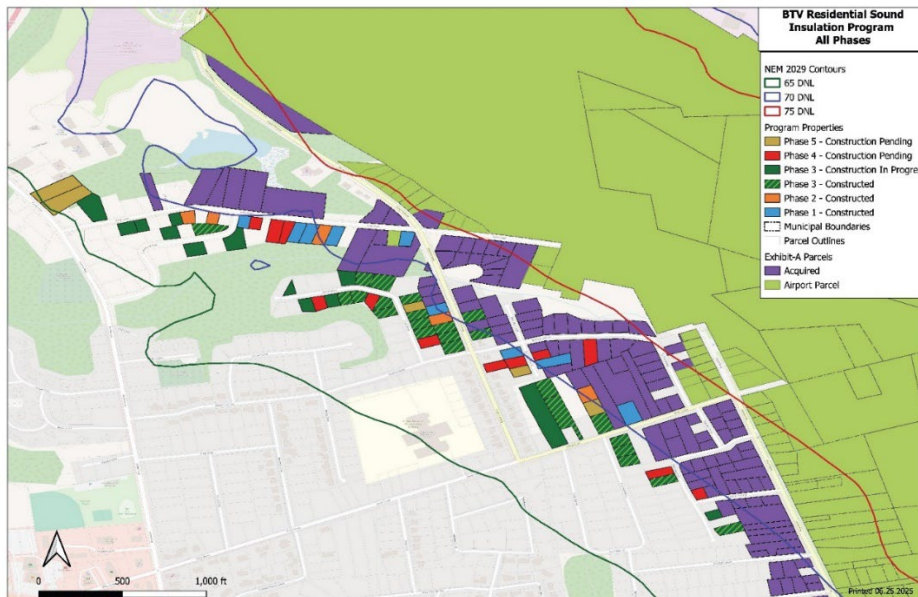
3. **Residential Sound Insulation Project - Phase 3 (\$6.2M).** The Airport is continued implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. This grant was issued and includes: the construction improvements of the 52 Homes designed and bid in Phase 2, in addition it provides for community outreach, historic review, design and bidding of the next approximately 50 homes for improvements. The schedule for installing the noise insulating improvements for the 52 homes started in 2024. The Construction Improvements has started on this phase of homes and will continue through September 2025 **Punch list items will be completed in January 2026. See status below as of 20251217:**

<b>Homes in Contract per NTP</b>	<b>Total: 52</b>
<b>Dropped</b>	<b>6</b>
<b>In Final Stage</b>	<b>Total: 45</b>
Accepted as Final with Exception	0
Accepted as Final	42
Pending Final Certificate Issued	4
<b>In Construction</b>	<b>Total: 0</b>
<i>Active construction</i>	0
<i>Substantially Complete – Punch Requested</i>	0
<i>Punch List Issued</i>	0
<i>Pending Request for Final</i>	0
<i>Incomplete Punch List Items</i>	0
<i>Pending Final Visit</i>	0
<i>Pending Fire Marshall Permit Closure</i>	0
<b>Pending</b>	<b>Total: 0</b>
<i>Pending Start</i>	0

4. **Residential Sound Insulation Project - Phase 4 (\$3.9M EST.).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. We are currently reviewing the status of the program and will be able to detail this in our next month's airport commission meeting. The initial grant for 16 of the 50 homes for construction improvements was submitted grant was received from the FAA. Also in the grant was the funding for the next 50 homes. As discussed we are completing the required new acoustical testing for the balance of the 50 homes so we can do a follow grant application on those homes. (See update above) The Buy American process moving forward but awaiting grant for the 16 homes. We received the grant for this phase however; the amount (\$) was slightly less than what the application was. Based on instructions from the FAA we will leave the scope intact for this project and just amend the grant during closure. The Contact with Strong Tower to start construction improvements has been signed. **The Construction Improvements has started on this phase of homes and will continue through December 2025. Punch list items will be completed in January 2026. See status below as of 20251217:**

<b>Homes in Contract per NTP</b>	<b>Total: 16</b>
<b>Dropped</b>	<b>1</b>
<b>In Final Stage</b>	<b>Total: 7</b>
Accepted as Final with Exception	0
Accepted as Final	0
Pending Final Certificate Issued	7
<b>In Construction</b>	<b>Total: 8</b>
Active construction	4
Substantially Complete – Punch Requested	1
Punch List Issued	0
Pending Request for Final	0
Incomplete Punch List Items	0
Pending Final Visit	3
Pending Fire Marshall Permit Closure	0
<b>Pending</b>	<b>Total: 0</b>
Pending Start	0

5. **Residential Sound Insulation Project - Phase 5 (\$2.4M EST.).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. It includes the construction improvements of 6 units that remain in the above 70 DNL contour. Also, due to the change in the FAA acoustical requirement additional funding is being requested for homes in outreach from Phase 4. We submitted a grant application to the FAA on April 28, 2025 for this phase. The grant was just recently issued. Contract documents and submittals are in progress.



6. **Noise Exposure Map Updates (NEM) (est. \$.85M).** The purpose of the Federal Aviation Administration (FAA) grant is to prepare a 14 C.F.R Part 150 Noise Exposure Map (NEM) update for Patrick Leahy Burlington International Airport (Leahy BTV). The NEM Update replaced the maps which were accepted by the FAA in 2019. Under the Federal requirements, the previous NEM Update indicated an update would be completed once the F-35A aircraft have been operational for one year. This project is complete and we are moving it to closure.
7. **Residential Sound Insulation Project “Construction” – OLDCC (DOD) (\$7.4M EST.).** We received this grant funding and will provide further update during the October meeting. **Communication has resumed with the OLDCC office. Design has started on the projected homes.**
8. **Residential Sound Insulation Project - Phase 6 (TBD).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. With the OLDCC award we are currently planning our approach for the FAA 2026 grant application season. This will include the Construction Administration and Resident Project Representative for the OLDCC construction and preparation for a full construction grant application in the next round.



**PATRICK LEAHY  
BURLINGTON  
INTERNATIONAL AIRPORT**

**Patrick Leahy  
Burlington International Airport**

**January 7, 2026  
Airport Commission  
Noise Comments**



Comments by Aircraft (6/1/21-1/6/26)

Gen. Aviation (light)	24	Seaplane	1
Helicopter	14	Turboprop	2
Jet	73	Unknown*	24
Military	544	Zeppelin/Blimp	1
Multiple	9	Not specified**	139
Propeller	7	Total Comments:	838

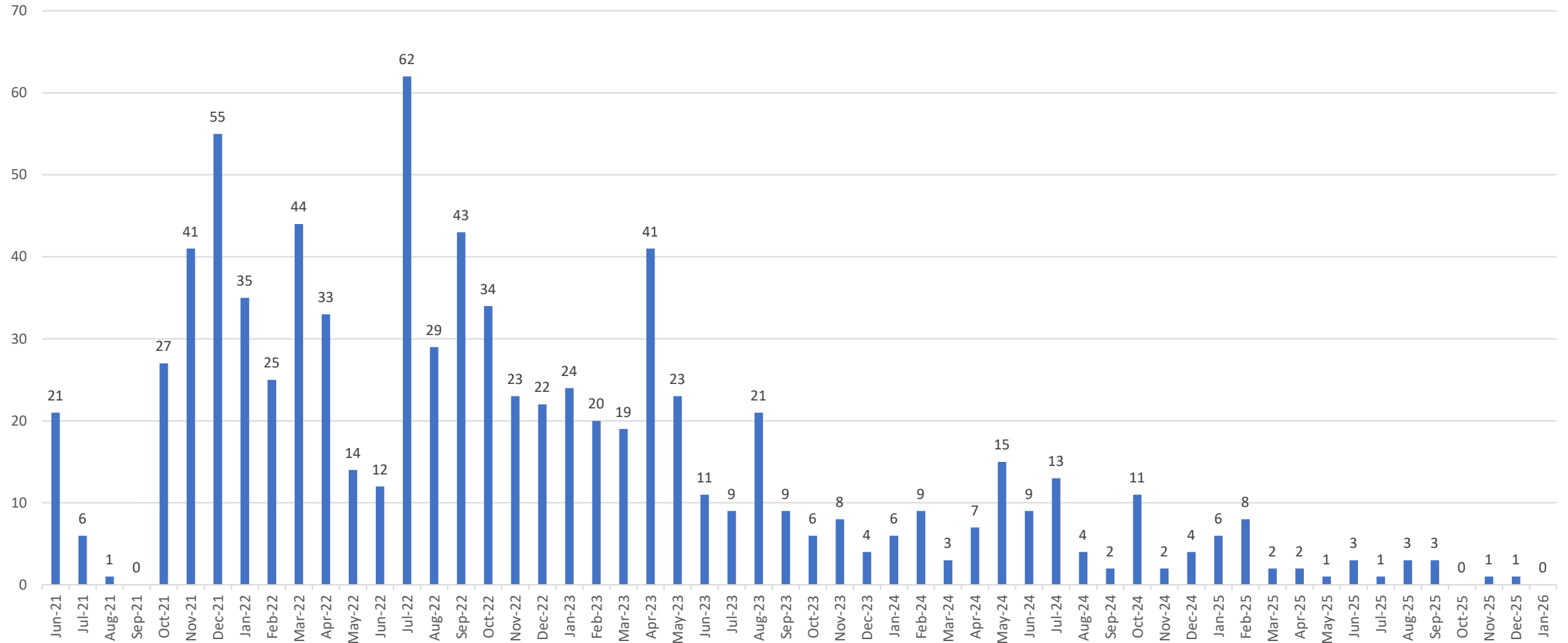
Comments by Town (6/1/21-1/6/26)

Baltimore, MD	1	North Rose, NY	1
Bowmanville, ON	1	Richmond, VT	2
Burlington, VT	388	Salem, MA	1
Charlotte, VT	1	Saranac Lake, NY	1
Colchester, VT	118	South Burlington	44
Essex, VT	1	Strafford, VT	1
Grand Isle, VT	1	Underhill, VT	23
Greensboro, VT	1	Williston	96
Hampton, NH	1	Winooski	155
Not specified**	1	Total Comments:	838

\*Commenter selected 'unknown'    \*\*Commenter left this blank in their submission

### Noise Comments Per Month (6/1/21-1/6/26)

Total comments: 838



## Statistics

- 92 commenters in the data set
- 71% of total comments came from 5 individuals
- The top five commenters provided 595 of the 838 total comments



**PATRICK LEAHY  
BURLINGTON**  
INTERNATIONAL AIRPORT

**Patrick Leahy Burlington  
International Airport**

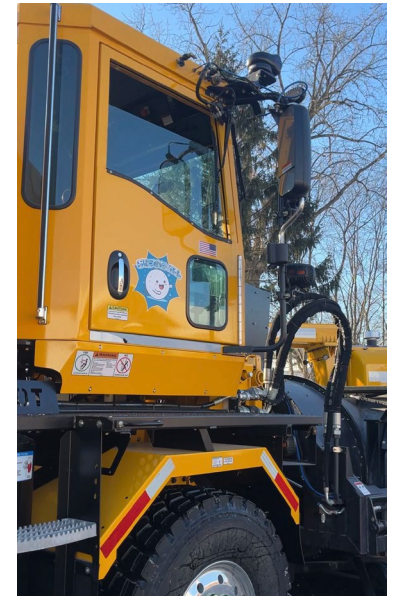
**January 7, 2026**

**Airport Commission  
Director's Report**





# Fleet Parade



# Staff Holiday Party

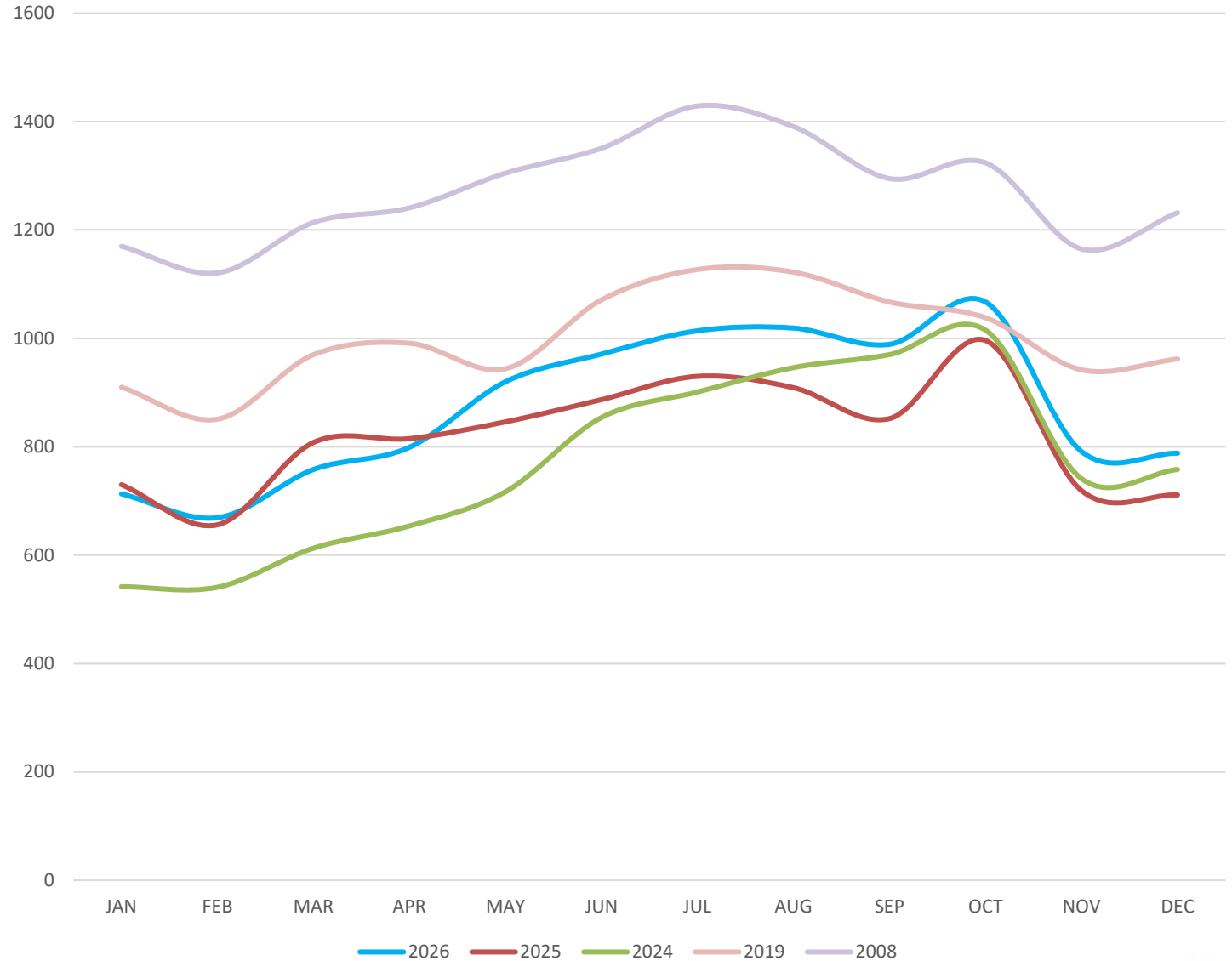


## Events & Items

- Current Items:
  - Flash Parking Hardware/Software Updates
  - VAAC Meeting – Dec 17
  - Chubbs Visit
  - OLDCC Kickoff Meeting
- Conferences:
  - Snow Symposium (April 2026)

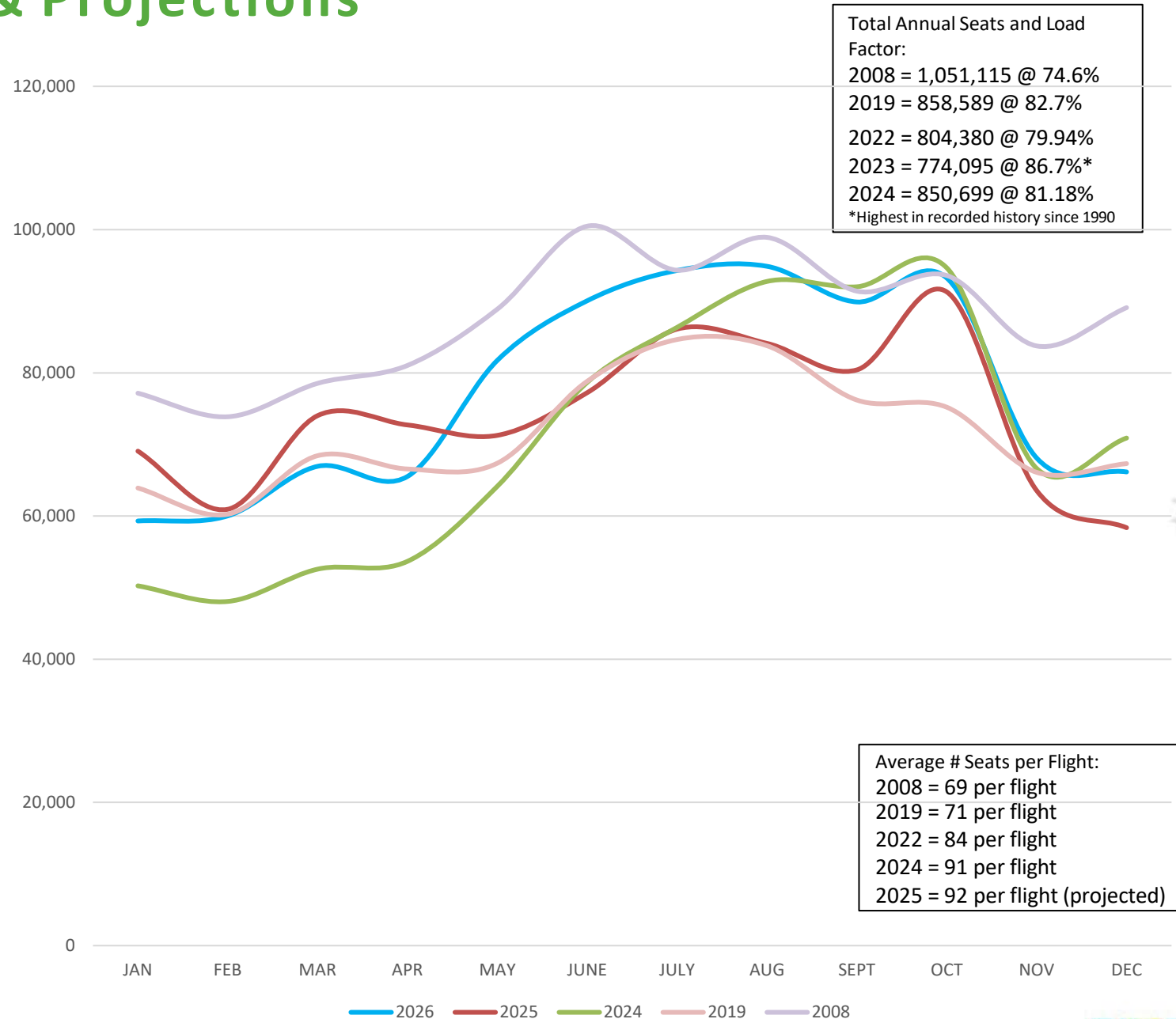
# 2026 Scheduled Departures; Projections

	2026	2025	2024	2019	2008
JAN	713	730	542	910	1,170
FEB	669	656	541	851	1,121
MAR	758	808	613	970	1,214
APR	799	815	654	991	1,241
MAY	920	846	717	944	1,305
JUN	971	887	854	1,071	1,351
JUL	1014	930	901	1,127	1,429
AUG	1019	909	946	1,122	1,391
SEP	989	852	970	1,067	1,295
OCT	1067	996	1,015	1,038	1,324
NOV	791	719	741	942	1,165
DEC	788	711	758	962	1,232
<b>TOTAL</b>	<b>10,498</b>	<b>9,859</b>	<b>9,341</b>	<b>11,995</b>	<b>15,238</b>



# 2026 Scheduled Seats; Past & Projections

	2026	2025	2024	2019	2008
<b>JAN</b>	59,302	69,073	50,245	63,905	77,163
<b>FEB</b>	60,014	60,958	48,066	60,240	73,873
<b>MAR</b>	66,941	74,030	52,577	68,428	78,540
<b>APR</b>	65,526	72,724	53,671	66,566	81,040
<b>MAY</b>	81,755	71,276	64,163	67,379	88,905
<b>JUNE</b>	90,076	77,239	78,672	78,828	100,488
<b>JULY</b>	94,303	86,108	86,352	84,658	94,329
<b>AUG</b>	94,884	84,106	92,765	83,786	98,916
<b>SEPT</b>	89,900	80,415	92,016	76,194	91,407
<b>OCT</b>	93,241	91,292	94,651	75,193	93,590
<b>NOV</b>	68,093	63,563	66,633	66,096	83,757
<b>DEC</b>	66,152	58,384	70,888	67,316	89,107
<b>TOTALS</b>	<b>930,187</b>	<b>889,168</b>	<b>850,699</b>	<b>858,589</b>	<b>1,051,115</b>



# 2026 Passenger Statistics

	2026	2025	2024	2019	2008
JAN	<u>47,442</u>	50,093	42,691	46,356	56,751
FEB	<u>48,011</u>	49,619	44,133	49,867	57,216
MAR	<u>53,553</u>	56,029	45,049	56,400	60,116
APR	<u>52,421</u>	54,601	46,158	54,340	59,478
MAY	<u>65,404</u>	55,533	50,972	55,209	58,166
JUNE	<u>72,061</u>	61,182	61,136	62,180	65,845
JULY	<u>75,442</u>	72,243	68,026	71,381	79,154
AUG	<u>75,907</u>	74,199	72,448	71,200	79,304
SEPT	<u>71,920</u>	66,294	67,296	62,116	63,544
OCT	<u>74,593</u>	80,446	76,054	66,795	69,556
NOV	<u>54,474</u>	48,517	51,977	53,007	52,516
DEC	<u>52,922</u>	<u>58,417</u>	57,012	56,314	57,375
<b>TOTALS</b>	<b><u>744,150</u></b>	<b><u>727,173</u></b>	<b>681,925</b>	<b>705,165</b>	<b>759,021</b>

