



## Board of Finance

**Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/99551944677>

Phone one-tap:

+16469313860, 99551944677# US

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Webinar ID: 995 5194 4677

International numbers available: <https://zoom.us/u/acZu3oWtZc>

\*\*CCTV link: [https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jif\\_iUA](https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jif_iUA) \*\*

### 1. Agenda

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<b>Subject</b>	<b>1.1. Motion to adopt agenda</b>
Meeting	January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the Deliberative Agenda Item 4.2. Authorization to Execute Contract with Interface Studio for planBTV: 2050 - Planning (per CAO Schad)

### 2. Public Forum

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<b>Subject</b>	<b>2.1. Verbal Comments</b>
Meeting	January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum

Department Council and Board

Type Action  
Procedural

Recommended Action open Public Forum  
close Public Forum

### 3. Consent Agenda

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**Subject 3.1. Motion to adopt the consent agenda and take the actions indicated**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Council and Board

Type Action (Consent)  
Procedural

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

**Subject 3.2. December 15, 2025 Board of Finance Meeting Minutes - DFA**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)  
Information  
Minutes

Recommended Action approve the minutes

**Subject 3.3. The Annual Burlington Dr. Martin Luther King, Jr. Remembrance Sponsorship - REIB**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Racial Equity, Inclusion, & Belonging (REIB)

Type Action (Consent)

Recommended Action to approve and authorize the Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$5,000 to the Greater Burlington Multicultural Resource Center to support the Annual Burlington Fr. Martin Luther King, Jr. Remembrance event from the Community Celebrations GL

**Subject 3.4. Mending Wall - REIB**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Racial Equity, Inclusion, & Belonging (REIB)

Type Action (Consent)

Recommended Action to approve and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$2,950 to Armadillo Collective, Pennington Productions, and AALV to support the Mending Wall project from the Community Celebrations GL

**Subject 3.5. Request to execute a lease amendment with Hangar Condominium Association Inc. - Airport**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action 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

**Subject 3.6. Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space - Airport**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action 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

**Subject 3.7. Request to execute a ground lease with Aerodyme Corporation - Airport**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department	Airport
Type	Action (Consent)
Recommended Action	<p><b>Updated Motion Language:</b> to approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the 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</p> <p><b>Original Motion Language:</b> 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</p>

#### 4. Deliberative Agenda

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<b>Subject</b>	<b>4.1. Request to Add Two Positions and Tier a Third Position - Airport</b>
Meeting	January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	<p>To approve and recommend that the City Council approve the following:</p> <ol style="list-style-type: none"> <li>1. The addition of one (1) Airport Operations Specialist, full time, non-exempt, AFSCME position, grade 16, step 1-15: \$30.48/hour or \$63,400 annually - \$36.01/hour or \$75,508 annually.</li> <li>2. The establishment of a Working Foreman Ambassador position, full time, non-exempt, AFSCME position, grade 16, step 1-15: \$30.48/hour or \$63,400 annually - \$36.01/hour or \$75,508 annually.</li> <li>3. The replacement of the Maintenance Worker position, full time, non-exempt, AFSCME position, grade 14, step 1-15 \$27.00/hour or \$56,166 annually - \$32.12/hour or \$66,828 annually, with the following positions: a. Maintenance Worker I, grade 14, step 1-15 \$27.00/hour or \$56,166 annually - \$32.12/hour or \$66,828 annually; and b. Maintenance Worker II, non-exempt, AFSCME grade 15, step 1-15 \$28.65/hour or \$59,593 annually - \$34.10/hour or \$70,939 annually.</li> </ol>
<b>Subject</b>	<b>4.2. Authorization to Execute Contract with Interface Studio for planBTV: 2050 - Planning **AGENDA ITEM REMOVED**</b>
Meeting	January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Planning
Type	Action
Recommended Action	1. Approve and recommend that the City Council approve the expenditure of up to \$340,000.00 (\$325,755.00 + 4.2% contingency) from the sources identified above;

and

2. Authorize, and recommend that the City Council authorize, the Planning Director to execute the contract with Interface Studio for planBTV: 2050, subject to the review and approval of the City Attorney

**Subject** **4.3. 2026 Drinking Water System Strategic Capital Planning Efforts and Associated DWSRF - Step I Loans - DPW/Water Resources**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department - Water Resources

Type Action

Recommended Action 1. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step I loan up to \$650,000 from the Vermont Drinking Water State Revolving Fund for the Water Treatment Facility Improvements Plan – Phase I as more specifically set forth in the attached resolution."  
2. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step I loan up to \$544,000 from the Vermont Drinking Water State Revolving Fund for the Water Distribution and Storage System Improvements Plan as more specifically set forth in the attached resolution."

**Subject** **4.4. Unassigned Fund Balance Request for Turning Point Center FY25 Annual Payment - Mayor's Office**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Mayor's Office

Type Action

Recommended Action to approve and recommend that the City Council authorize the adjustment to the FY26 budget and a payment to the Turning Point Center of Chittenden County in the amount of \$17,450 out of the Unassigned Fund Balance

## 5. FY27 Budget - Mayor and CAO

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**Subject** **5.1. FY27 Budget - Mayor and CAO**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. FY27 Budget - Mayor and CAO

Department Mayor's Office

Type Discussion  
Information  
Presentation

## 6. Reclassifications - HR

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**Subject** **6.1. Reclassifications - HR**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 6. Reclassifications - HR

Department Human Resources

Type Discussion  
Information

## **7. Adjournment**

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**Subject 7.1. Motion to adjourn**

Meeting January 12, 2026 - Board of Finance Meeting - Monday, January 12, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 7. Adjournment

Department Council and Board

Type Action  
Procedural

Recommended Action Motion to adjourn



**BURLINGTON BOARD OF FINANCE  
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR  
MINUTES OF MEETING  
December 15, 2025**

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## **1. Agenda**

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### **1. Agenda**

Mayor Mulvaney-Stanak convened the meeting at 4:30 pm.

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

**Subject**

**1.1. Motion to adopt agenda**

Meeting

December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action  
Procedural

Recommended Action

Motion to amend/adopt agenda as follows: postpone deliberative agenda item 4.5. Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation - Mayor/REIB

#### **1.1. Motion to adopt agenda**

Motion made by City Council President Traverse, seconded by Councilor Barlow, to adopt the agenda as amended as follows: agenda item 3.6 now 4.5; 4.5 was postponed. Motion passed unanimously.

## **2. Public Forum**

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### **2. Public Forum**

**Subject**

**2.1. Verbal Comments**

Meeting

December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

2. Public Forum

Department

Council and Board

Type

Action  
Procedural

Recommended Action    open Public Forum  
                                  close Public Forum

2.1. Verbal Comments  
Sharon Bushor: recycling/police compression

### 3. Consent Agenda

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#### 3. Consent Agenda

**Subject**                    **3.1. Motion to adopt the consent agenda and take the actions indicated**

Meeting                    December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025,  
4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category                    3. Consent Agenda

Department                Council and Board

Type                        Action (Consent)  
Procedural

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

3.1. Motion to adopt the consent agenda and take the actions indicated  
Motion made by City Council President Traverse, seconded by Councilor Barlow, to adopt the consent agenda as amended and take the actions indicated. Motion passed unanimously.

**Subject**                    **3.2. December 1, 2025 Board of Finance Meeting Minutes - DFA**

Meeting                    December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025,  
4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category                    3. Consent Agenda

Department                Department of Finance and Administration

Type                        Action (Consent)  
Information  
Minutes

Recommended Action    approve the minutes

3.2. December 1, 2025 Board of Finance Meeting Minutes - DFA

**Subject**                    **3.3. Pomeroy Park Playground Replacement Contract with Kompan, Inc. - BPRW**

Meeting                    December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025,  
4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category                    3. Consent Agenda

Department                Parks, Recreation, & Waterfront

Type Action (Consent)

Recommended Action to approve and authorize the execution of contracts with Kompan Inc., Playground Medic, and PlayPave Surfacing for a total pricenot to exceed \$289,392.40 for the Pomeroy Playground Replacement Project, plus a project contingency of \$40,132.60, for a total authorized expenditure not to exceed \$329,525.00 and to authorize Phil Lewis, BPRW Director or designee, to execute the contracts and any related documents needed to carry out the project, subject to review by the City Attorney's Office

3.3. Pomeroy Park Playground Replacement Contract with Kompan, Inc. - BPRW

**Subject 3.4. Intervale Rd Path Budget Amendment - DPW**

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action to approve necessary budget amendments to the Intervale Road Path Project Budget by adjusting the accounts as described herein and further authorize the Chief Administrative Officer or designee to effect all necessary transfer of funds in furtherance of such amendments

3.4. Intervale Rd Path Budget Amendment - DPW

**Subject 3.5. City Council Initiative Fund Support of Free 2025 Highlight Buttons - BCA**

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department City Arts

Type Action (Consent)

Recommended Action to recommend that City Council approve the use of \$5,000 from the City Council Initiative Fund to subsidize Highlight tickets

3.5. City Council Initiative Fund Support of Free 2025 Highlight Buttons - BCA

**Subject 3.6. Request for City Council Initiative Funds for Memorial Auditorium Beautification - BCA**

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department City Arts

Type Action (Consent)

Recommended Action to recommend that City Council approve the use of \$8,795 from the City Council Initiative Fund for Memorial Auditorium Beautification

3.6. Request for City Council Initiative Funds for Memorial Auditorium Beautification - BCA  
Now 4.5.

## 4. Deliberative Agenda

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### 4. Deliberative Agenda

**Subject 4.1. CEDO, Community Justice Center - Reclassification of one position from Limited Service to Regular - CEDO/CJC**

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action move to approve and recommend that the City Council approve the reclassification of the following position:  A Data, Communications and Operations Specialist, from a Limited Service, Full-Time, Non-Exempt, AFSCME, Grade 14 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 14 position

4.1. CEDO, Community Justice Center - Reclassification of one position from Limited Service to Regular - CEDO/CJC  
Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented.  
Motion passed unanimously.

**Subject 4.2. Position Updates - Electric**

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action to approve and recommend approval to the City Council the following:  
1. Convert the existing Financial Analyst/Senior Financial Analyst, a Regular, Full-time, Exempt, Union, tiered, Grade A3/Grade A5 (\$66,629.26-\$109,227.66)/(\$74,653.28-\$122,382.42) position, to a Financial Analyst/Senior Financial Analyst, a Regular, Full-time, Exempt, Non-Union, tiered, Grade NU3/NU5 (\$66,629.26-\$109,227.66)/(\$74,653.28-\$122,382.42) position, reporting to the CFO and Manager of Strategy and Innovation.

- 2. Eliminate the existing Energy Services Engineer, a Regular, Full-time, Exempt, Non-Union, Grade NS4(\$65,272.06-\$107,006.64) position.
- 3. Create the PUC Counsel and Compliance Officer, a Regular, Full-time, Exempt, Non-Union, Grade N16, (\$120,302.00-\$166,178.69) position reporting to the General Manager.

4.2. Position Updates - Electric

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

<b>Subject</b>	<b>4.3. Relevate Power contract - Electric</b>
Meeting	December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Burlington Electric Department
Type	Action
Recommended Action	to approve and recommend the City Council authorize the General Manager of the Burlington Electric Department to extend its five-year power purchase agreement with Relevate Power for an additional five-year term (for a total of ten years including the Electric Commission's prior approval) for renewable energy (not to exceed 50,000 MWH/year), RECs, and capacity from New England hydroelectric resources

4.3. Relevate Power contract - Electric

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

<b>Subject</b>	<b>4.4. Burlington Police Department - Police Unified Pay Scale Adjustments</b>
Meeting	December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Police Department
Type	Action
Recommended Action	move to approve and recommend that the City Council adopt and authorize the proposed adjustments to the Police Unified Pay Scale, as outlined above, and to further authorize the extension of the benefits as outlined herein to all Class-A, sworn, non-union, supervisory personnel within the Burlington Police Department, as part of the comprehensive benefits package for such positions, subject to the final review and approval of the Chief Administrative Officer

4.4. Burlington Police Department - Police Unified Pay Scale Adjustments

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

**Subject** 4.5. Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation - Mayor/REIB **\*\*AGENDA ITEM POSTPONED\*\***

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Racial Equity, Inclusion, & Belonging (REIB)

Type Action

Recommended Action to approve, and recommend for approval by the City Council, the allocation of a total of \$50,000 to the Richard Kemp Center, using funds from the REIB budget in the amount of \$25,000 in FY27 and \$25,000 in FY28

4.5. Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation - Mayor/REIB **\*\*AGENDA ITEM POSTPONED\*\***

Now BCA item 3.6.

Councilor Neubieser moved to postpone until the January 12th Board of Finance Meeting, no second. Motion made by City Council President Traverse, seconded by Councilor Barlow, to approve the motion as presented.

Motion passed 4:1 (Councilor Neubieser: no).

**Subject** 4.6. Recycling Program Update and Extension of Employee Recruitment and Retention Memorandum of Agreement between AFSCME Local 1343 and City of Burlington - DPW

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action approve and recommend that the City Council authorize the DPW Director to extend the DPW Employee Retention and Recruitment Memorandum of Agreement between AFSCME Local 1343 and City of Burlington, Department of Public Works through December 31, 2026, subject to review and approval of the City Attorney

4.6. Recycling Program Update and Extension of Employee Recruitment and Retention Memorandum of Agreement between AFSCME Local 1343 and City of Burlington - DPW

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

## 5. FY27 Initial General Fund Budget Review

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### 5. FY27 Initial General Fund Budget Review

**Subject** 5.1. FY27 Initial General Fund Budget Review

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. FY27 Initial General Fund Budget Review

Department Department of Finance and Administration

Type Discussion  
Information  
Presentation

5.1. FY27 Initial General Fund Budget Review

Mayor Mulvaney-Stanak and CAO Schad introduced this agenda item with a powerpoint presentation and discussion occurring after with the Board Members.

## 6. Adjournment

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### 6. Adjournment

**Subject** 6.1. Motion to adjourn

Meeting December 15, 2025 - Board of Finance Meeting - Monday, December 15, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 6. Adjournment

Department Council and Board

Type Action  
Procedural

Recommended Action Motion to adjourn

6.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 6:04 pm.



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## MEMORANDUM

**Date:** January 12, 2026  
**To:** Board of Finance and City Council

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

**Re:** **The Annual Burlington Dr. Martin Luther King, Jr. Remembrance Sponsorship**

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### Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to the review and approval of the City Attorney's Office, granting City funds as follows: One agreement with Greater Burlington Multicultural Resource Center to support and manage the annual Burlington Dr. Martin Luther King, Jr. Remembrance event granting \$5,000. Funding for this agreement will come from the Community Celebrations GL.

### Background

The REIB seeks to sponsor the Greater Burlington Multicultural Resource Center, a nonprofit organization dedicated to advancing cultural awareness and inclusion. Its annual Burlington Dr. Martin Luther King, Jr. Remembrance event honors the legacy of Dr. King through reflection, community engagement, and celebration of equity and justice. This year, attendees are encouraged to bring non-perishable food items to support the Jamaica Hurricane Relief Effort.

The event uplifts Vermont-based organizations and individuals who have demonstrated a strong commitment to diversity, equity, and inclusion. The 2026 keynote speaker is Alhassan Susso, an award-winning educator, author, and national leader in social and emotional learning whose work has transformed student outcomes and advanced inclusive education nationwide.

Supporting this event directly advances the REIB's mission to foster racial equity, inclusion, and belonging across Burlington by uplifting community-led efforts that promote understanding, civic engagement, and collective responsibility. The Annual Burlington Dr. Martin Luther King,



Jr. Remembrance event provides an opportunity for residents to come together in reflection, learning, and action while honoring leaders and organizations advancing equity in meaningful ways. By investing in this partnership, the City affirms its commitment to strengthening community connections, and ensuring that all residents feel seen, valued, and empowered to participate fully in civic life.

### **Funding for Project**

The Greater Burlington Multicultural Resource Center sponsorship grant of \$5,000 is included in the REIB's FY26 Community Celebrations GL.

### **Department Contact**

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

### **Motions**

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

1. To approve and authorize the Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$5,000 to the Greater Burlington Multicultural Resource Center to support the Annual Burlington Fr. Martin Luther King, Jr. Remembrance event from the Community Celebrations GL

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: The Annual Burlington Dr. Martin Luther King, Jr. Remembrance

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	Click or tap to enter a date.
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/> Both BOF and Council	1/12/2026

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	12/30/2025	Kelli Perkins
Mayor's Office	Yes	1/6/2026	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	1/5/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	1/6/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



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## MEMORANDUM

**Date:** January 12, 2026  
**To:** Board of Finance and City Council

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

**Re:** **Mending Wall**

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### Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to the review and approval of the City Attorney's Office, granting City funds as follows: one agreement with Armadillo Collective, Pennington Production, and AALV to support their Mending Wall project granting \$2,950; Funding for this agreement will come from the Community Celebrations GL.

### Background

The REIB seeks to sponsor the Mending Wall project. This project will be a community quilt that celebrates connection across generations and cultures. Participants will take part in designing quilt squares while skilled machinists will sew the pieces together to ensure every contribution will become a part of the quilt. Alongside the quilting, an interview booth will invite individuals and families to share short oral histories about life in Burlington. The event will be rooted in simplicity with quilting, storytelling, music, and food at the O.N.E. Community Center. The recordings will be archived with CCTV and, in a future installation, projected onto blank quilt squares to become a part of a larger story of the Burlington community. The vision of this project is to grow every year as a quilt and community archive that expands with new squares, voices, and new stories.

Supporting the Mending Wall project directly advances the REIB's mission to foster racial equity, inclusion, and belonging in Burlington. The project provides an opportunity to build community and connect across generations and cultures. The quilt serves as an artifact and a living installation and stitches together what we share. Each square will be a gesture of repair



and a reminder that community is built by the practice of tending to one another. The low-barrier structure of the event ensures that anyone can take part and ensures it can be a feasible and sustainable project. This project will have taken place on New Year's Eve, these funds will serve to cover the costs.

### **Funding for Project**

The Mending Wall grant from the REIB is \$2,950 and is included in the REIB's FY26 Community Celebrations GL.

### **Department Contact**

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

### **Motions**

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

1. To approve and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$2,950 to Armadillo Collective, Pennington Productions, and AALV to support the Mending Wall project from the Community Celebrations GL.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: Mending Wall

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	Click or tap to enter a date.
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/> Both BOF and Council	1/12/2026

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	12/30/2025	Kelli Perkins
Mayor's Office	Yes	1/6/2026	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	1/5/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	1/6/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

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

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

DATE: January 12, 2026

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

---

## 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).

---

## 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 within 2 years of the start of the amendment.
- **Other changes include:**
  - 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:**

#### **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.

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

**P:** 802.863.2874

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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

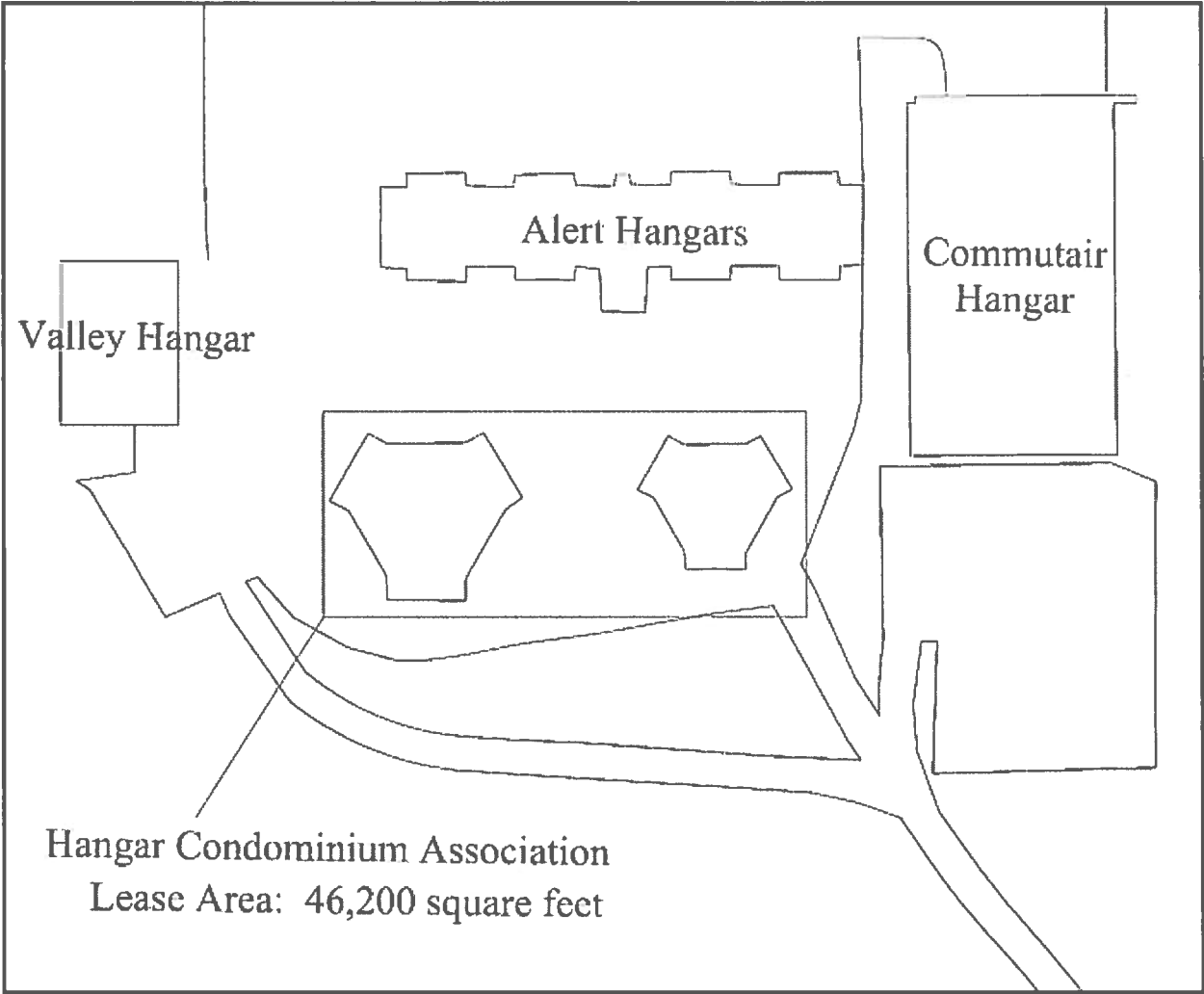
STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

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"



**FIRST AMENDMENT TO LEASE AGREEMENT**

**Between**

**THE CITY OF BURLINGTON, VERMONT**

**and**

**HANGAR CONDOMINIUM ASSOCIATION, INC.**

**Dated as of:**

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>Page</b>
ARTICLE 1 LEASED PREMISES.....	1
ARTICLE 2 TERM.....	2
ARTICLE 3 RENT.....	2
ARTICLE 4 CONSTRUCTION OBLIGATION.....	3
ARTICLE 5 NONDISCRIMINATION.....	3
ARTICLE 6 OBSOLETE PROVISIONS.....	4
ARTICLE 7 TITLE TO IMPROVEMENTS.....	4
ARTICLE 8 NO OTHER AMENDMENT.....	4

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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

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

**Exhibit A**

Revised legal description and diagram

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LOCATION OF BOTH HANGARS  
ON THE LAND  
AND DESIGNATION OF EACH UNIT  
IN EACH HANGAR

ALERT HANGARS

360'

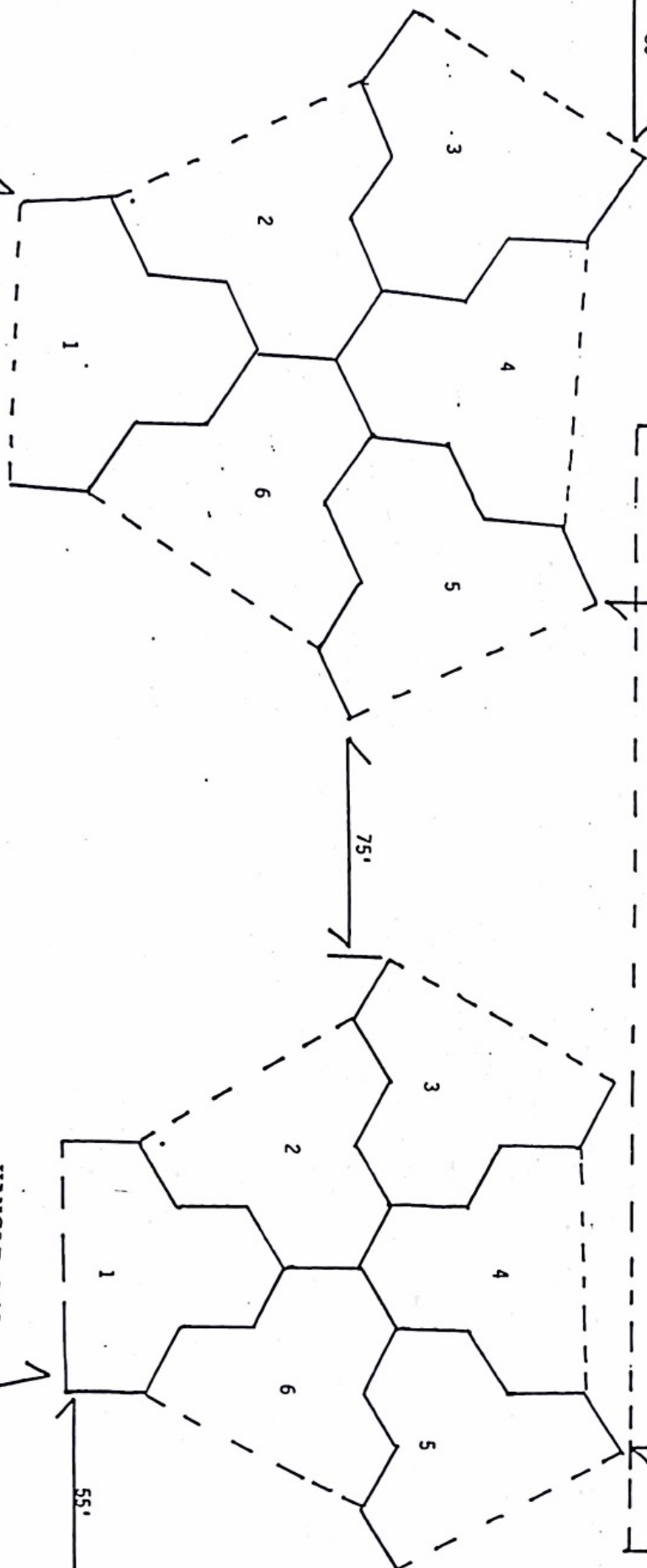
APRON

80'

102'

102'

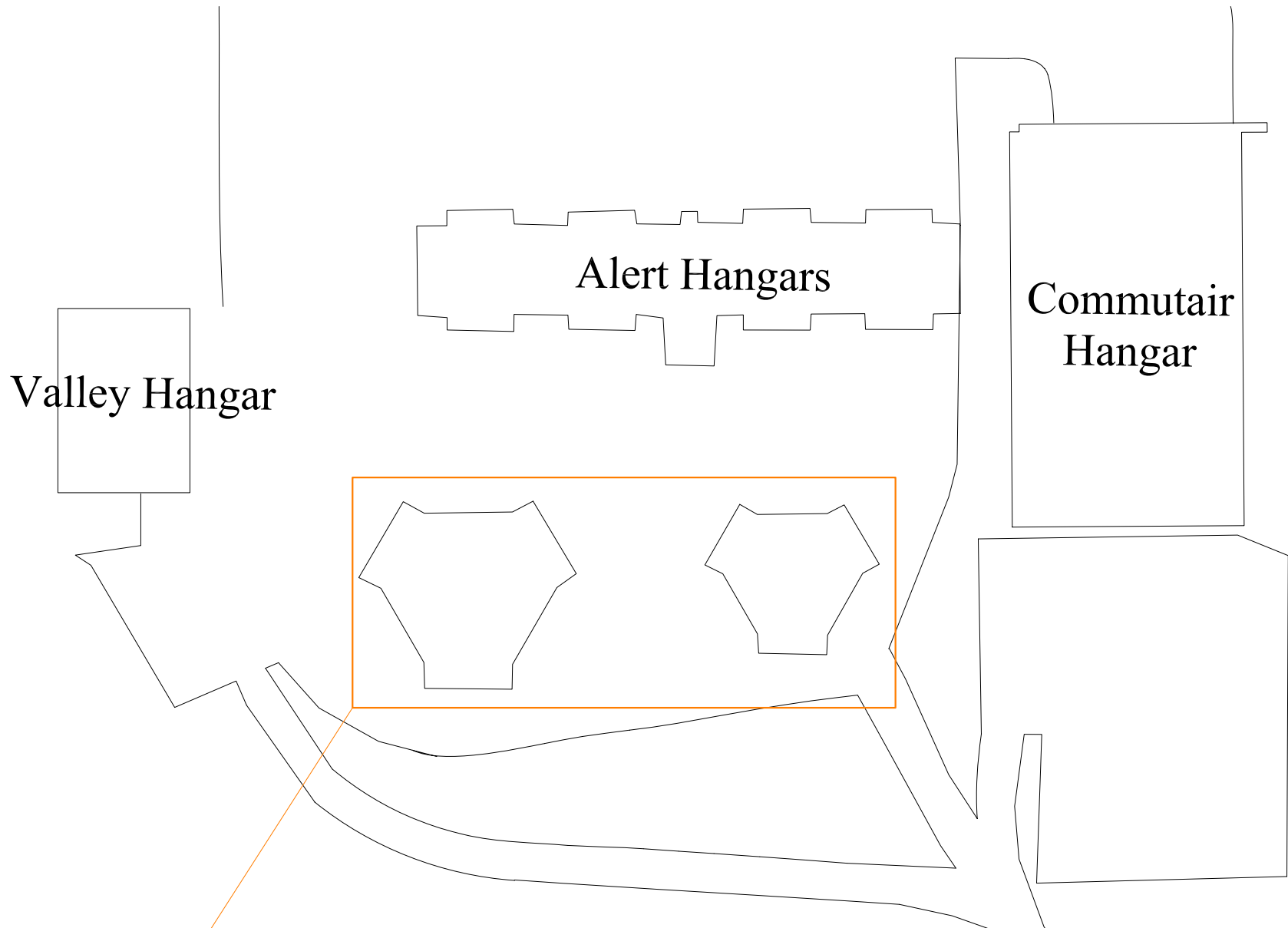
220'



LEGEND  
O - Utility Pole

HANGAR C52

HANGAR A41



Valley Hangar

Alert Hangars

Commutair Hangar

Hangar Condominium Association  
Lease Area: 46,200 square feet

**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.

**FIRST AMENDMENT TO LEASE AGREEMENT**

**Between**

**THE CITY OF BURLINGTON, VERMONT**

**and**

**HANGAR CONDOMINIUM ASSOCIATION, INC.**

**Dated as of:**

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>Page</b>
ARTICLE 1 LEASED PREMISES .....	1
ARTICLE 2 TERM .....	2
ARTICLE 3 RENT .....	2
ARTICLE 4 CONSTRUCTION OBLIGATION .....	3
ARTICLE 5 NONDISCRIMINATION .....	3
ARTICLE 6 OBSOLETE PROVISIONS .....	4
ARTICLE 7 TITLE TO IMPROVEMENTS .....	4
ARTICLE 8 NO OTHER AMENDMENT.....	4

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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

\_\_\_\_\_  
Name Printed

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Signature

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Signature

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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.



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

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

**DATE:** January 12, 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:**

#### 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."

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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

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

GSA Template 3517A –  
REV (02/25)  
Page 1

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);

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

GSA Template 3517A –  
REV (02/25)  
Page 2

(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: \_\_\_\_\_

GSA Template 3517A –  
REV (02/25)  
Page 4

- (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 reprourement 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.

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

GSA Template 3517A –  
REV (02/25)  
Page 6

(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).

(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—

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

GSA Template 3517A –  
REV (02/25)  
Page 8

*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;

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

GSA Template 3517A –  
REV (02/25)  
Page 9

- (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

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

GSA Template 3517A –  
REV (02/25)  
Page 11

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;

(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>.

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

GSA Template 3517A –  
REV (02/25)  
Page 13

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>)

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

GSA Template 3517A –  
REV (02/25)  
Page 14

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.

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

GSA Template 3517A –  
REV (02/25)  
Page 15

# 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.

<b>SECTION 1 THE PREMISES, RENT, AND OTHER TERMS</b> .....	<b>3</b>
1.01 THE PREMISES (OCT 2024).....	3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013).....	3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023).....	3
1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013).....	4
1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED.....	4
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023).....	4
1.07 OPERATING COST BASE (OCT 2016).....	4
1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022).....	4
<b>SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS</b> .....	<b>5</b>
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023).....	5
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016).....	6
2.03 WAIVER OF RESTORATION (OCT 2023).....	6
2.04 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED.....	6
2.05 RELOCATION RIGHTS (OCT 2021).....	6
2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012).....	7
2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015).....	7
2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012).....	7
2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020).....	7
2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011).....	7
2.11 ENTITY NAME (OCT 2023).....	7
<b>SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b> .....	<b>8</b>
3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013).....	8
3.02 MEANS OF EGRESS (MAY 2015).....	8
3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023).....	8
3.04 FIRE ALARM SYSTEM (SEP 2013).....	8
3.05 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2024).....	9
3.06 ACCESSIBILITY (OCT 2024).....	10
3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011).....	10
3.08 RESTROOMS (ON-AIRPORT) (JUN 2012).....	10
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022).....	10
3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013).....	10
3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022).....	10
<b>SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b> .....	<b>11</b>
4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020).....	11
4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013).....	11
4.04 RECYCLING (ON-AIRPORT) (OCT 2023).....	11
4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013).....	11
4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022) INTENTIONALLY DELETED.....	11
4.07 INDOOR AIR QUALITY (OCT 2024).....	11
4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024).....	12
4.09 OCCUPANT EMERGENCY PLANS (OCT 2020).....	13
4.10 MODIFIED LEASE PARAGRAPHS.....	13

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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/GREENINGEAPA](http://www.epa.gov/greeningeapa).
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, Board of Finance  
City of Burlington, City Council

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

DATE: January 12, 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**

A: 1200 Airport Drive, #1 South Burlington, VT 05403

P: 802.863.2874

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:**

#### **Board of Finance:**

1. “To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the 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 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.”

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#### **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**

## TABLE OF CONTENTS

	Page No.
Article I DEFINITIONS.....	1
Section 1.1 <u>Definitions</u> .....	1
Article II LEASE OF LEASED PREMISES; TERM.....	4
Section 2.1 <u>Lease of Leased Premises</u> .....	4
Section 2.2 <u>Parking</u> .....	5
Section 2.3 <u>Term</u> .....	5
Section 2.4 <u>Holding Over; Rights at Expiration</u> .....	5
Section 2.5 <u>City's Right of Entry</u> .....	6
Section 2.6 <u>Ownership of Leased Premises</u> .....	6
Article III RENTAL; SECURITY DEPOSIT.....	7
Section 3.1 <u>Rent</u> .....	7
Section 3.2 <u>Insufficient Funds Charge</u> .....	7
Section 3.3 <u>Time and Place of Payments</u> .....	7
Section 3.4 <u>Electronic Payment</u> .....	7
Section 3.5 <u>Failure to Pay Rent, Fees, or Charges</u> .....	8
Section 3.6 <u>Security Deposit</u> .....	8
Section 3.7 <u>Additional Rent</u> .....	8
Article IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES .....	9
Section 4.1 <u>Condition of Leased Premises</u> .....	9
Section 4.2 <u>Improvements</u> .....	9
Section 4.3 <u>Access</u> .....	9
Section 4.4 <u>Use of Leased Premises</u> .....	9
Section 4.5 <u>No Unauthorized or Prohibited Use</u> .....	10
Section 4.6 <u>Compliance with Laws</u> .....	10
Section 4.7 <u>Permits and Licenses</u> .....	10
Section 4.8 <u>Payment of Taxes</u> .....	10
Section 4.9 <u>No Liens</u> .....	11
Section 4.10 <u>ADA</u> .....	11
Article V REPRESENTATIONS AND WARRANTIES.....	11
Section 5.1 <u>Representations by the City</u> .....	11
Section 5.2 <u>Representations by Lessee</u> .....	11
Article VI OBLIGATIONS OF LESSEE .....	12
Section 6.1 <u>Plans and Specifications</u> .....	12
Section 6.2 <u>Operations and Maintenance</u> .....	12

Section 6.3	<u>Utilities</u> .....	12
Section 6.4	<u>Signs</u> .....	13
Section 6.5	<u>Security</u> .....	13
Section 6.6	<u>Obstruction Lights</u> .....	13
Section 6.7	<u>Trash, Garbage and Other Refuse</u> .....	13
Section 6.8	<u>Supervision</u> .....	13
Article VII ENVIRONMENTAL CONDITIONS.....		14
Section 7.1	<u>General Conditions</u> .....	14
Section 7.2	<u>Obligations upon Termination; Remediation</u> .....	16
Section 7.3	<u>No Liability for Business Interruption</u> .....	17
Section 7.4	<u>Environmental Indemnification</u> .....	17
Section 7.5	<u>Remedies Cumulative</u> .....	18
Section 7.6	<u>Survival</u> .....	18
Article VIII OBLIGATIONS OF THE CITY.....		18
Section 8.1	<u>Delivery of Leased Premises</u> .....	18
Section 8.2	<u>Access</u> .....	18
Section 8.3	<u>Snow Removal</u> .....	19
Article IX INSURANCE AND INDEMNIFICATION.....		19
Section 9.1	<u>Insurance</u> .....	19
Section 9.2	<u>Lessee's Indemnification and Duty to Pay Damages</u> .....	21
Section 9.3	<u>Performance Bond and Payment Bond</u> .....	22
Article X DEFAULT AND REMEDIES.....		22
Section 10.1	<u>Termination by the City</u> .....	22
Section 10.2	<u>Termination by Lessee</u> .....	24
Section 10.3	<u>Survival</u> .....	24
Article XI ASSIGNMENT AND SUBLEASING.....		24
Section 11.1	<u>Assignment by Lessee</u> .....	24
Section 11.2	<u>Subleasing by Lessee</u> .....	25
Section 11.3	<u>Assignment by City</u> .....	25
Section 11.4	<u>Encumbrances</u> .....	25
Article XII MISCELLANEOUS PROVISIONS.....		26
Section 12.1	<u>Notices</u> .....	26
Section 12.2	<u>No Waiver</u> .....	27
Section 12.3	<u>Lessee's Subordination</u> .....	27
Section 12.4	<u>Relocation</u> .....	27
Section 12.5	<u>Subordination to Grant Assurances</u> .....	27

Section 12.6	<u>Non-Interference With Operation of the Airport.</u>	28
Section 12.7	<u>Emergency Closures.</u>	28
Section 12.8	<u>Interpretation.</u>	28
Section 12.9	<u>Force Majeure.</u>	29
Section 12.10	<u>City’s Limitation of Liability.</u>	29
Section 12.11	<u>Governing Law and Venue.</u>	29
Section 12.12	<u>Amendments and Waivers.</u>	30
Section 12.13	<u>Severability.</u>	30
Section 12.14	<u>Merger.</u>	30
Section 12.15	<u>Relationship of Parties.</u>	30
Section 12.16	<u>Further Assurances.</u>	30
Section 12.17	<u>Governmental Immunity and Limitations on Liability.</u>	30
Section 12.18	<u>Notice of Lease.</u>	31
Section 12.19	<u>No Discrimination.</u>	31
Section 12.20	<u>Required Federal Clauses.</u>	31
Section 12.21	<u>Condemnation.</u>	35
Section 12.22	<u>Public Records Act.</u>	35
Section 12.23	<u>Livable Wage Ordinance.</u>	35
Section 12.24	<u>Outsourcing Ordinance.</u>	36
Section 12.25	<u>Union Deterrence Ordinance.</u>	36
Section 12.26	<u>Casualty.</u>	36
Section 12.27	<u>Cooperation.</u>	36
Section 12.28	<u>No Third-Party Beneficiaries.</u>	36
Section 12.29	<u>Authority.</u>	36
Section 12.30	<u>Entire Agreement.</u>	37
Section 12.31	<u>Commissions and Fees.</u>	37

## 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.

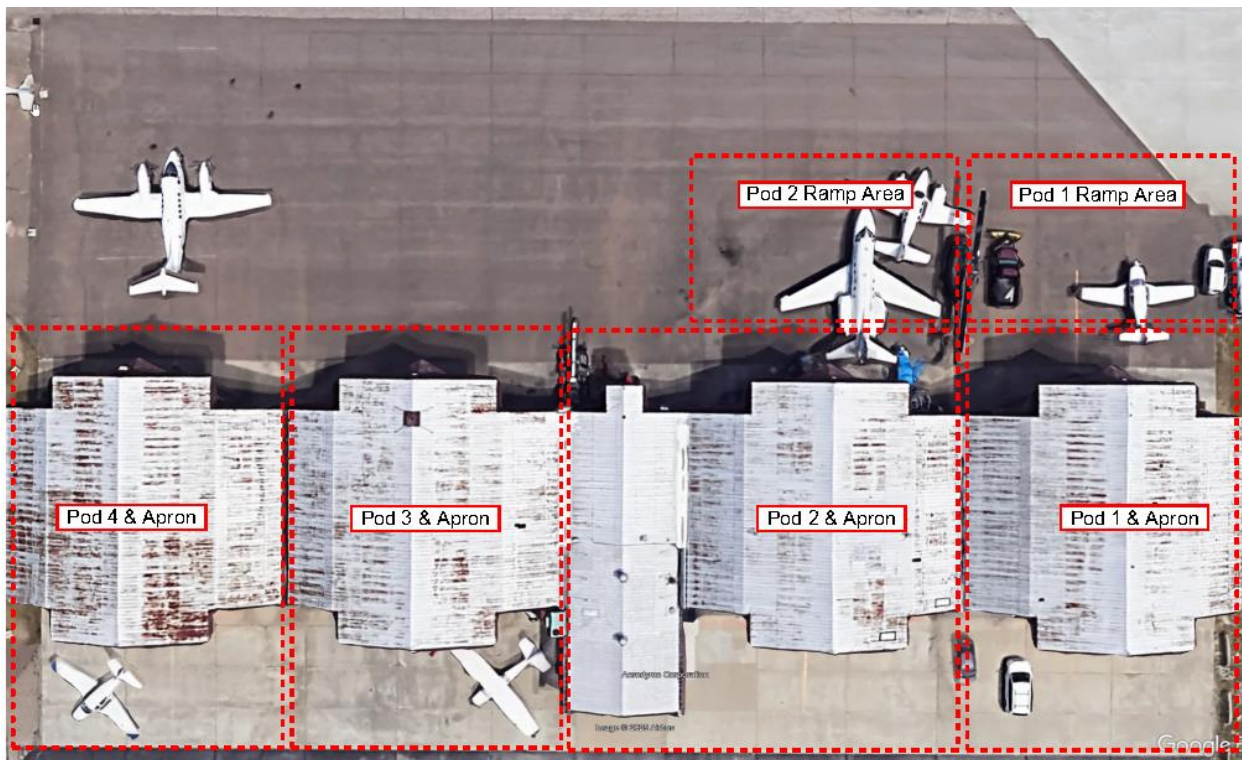
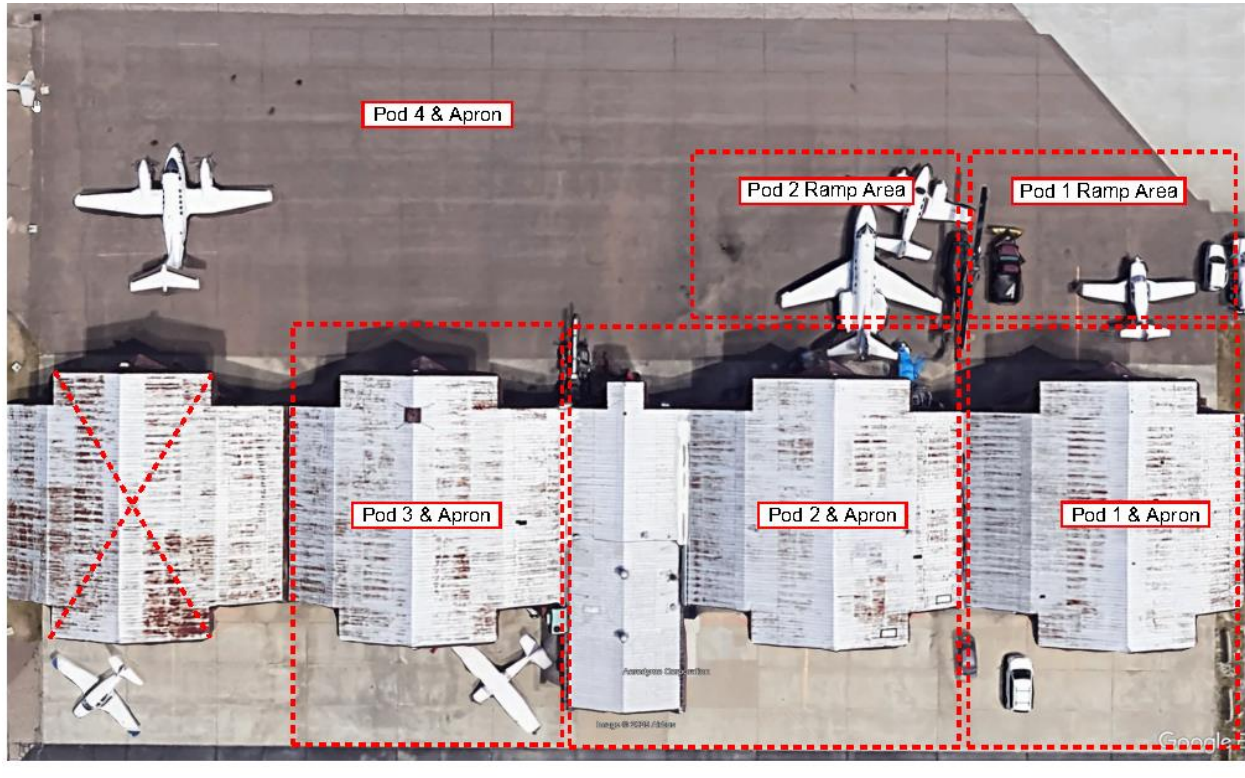


Exhibit A  
Leased Premises

## 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



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

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

DATE: January 12, 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.

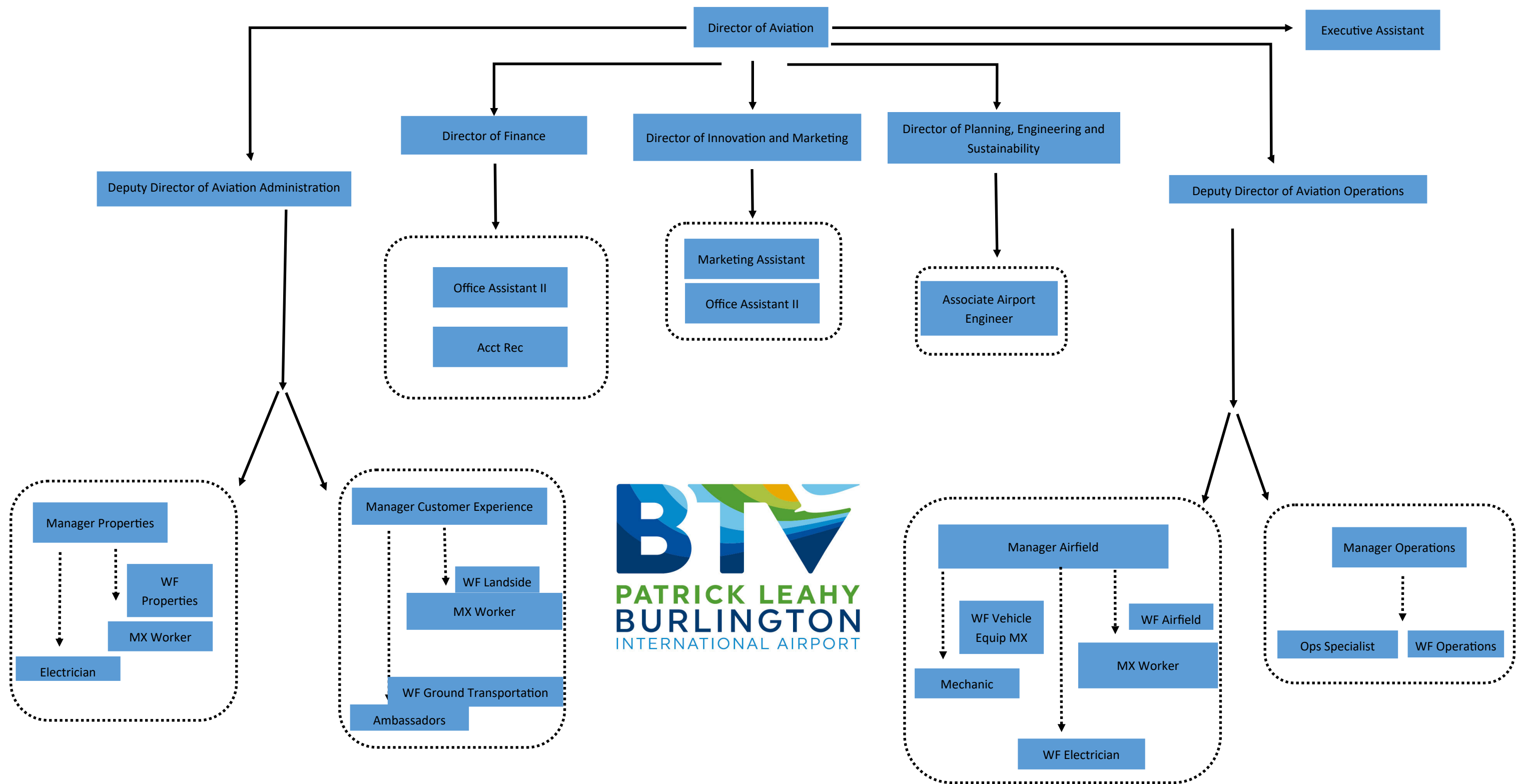
**MOTIONS:**

Board of Finance: To approve and recommend that the City Council approve the following:

1. The addition of one (1) Airport Operations Specialist, full time, non-exempt, AFSCME position, grade 16, step 1-15: \$30.48/hour or \$63,400 annually - \$36.01/hour or \$75,508 annually.
2. The establishment of a Working Foreman Ambassador position, full time, non-exempt, AFSCME position, grade 16, step 1-15: \$30.48/hour or \$63,400 annually - \$36.01/hour or \$75,508 annually.
3. The replacement of the Maintenance Worker position, full time, non-exempt, AFSCME position, grade 14, step 1-15 \$27.00/hour or \$56,166 annually - \$32.12/hour or \$66,828 annually, with the following positions:
  - a. Maintenance Worker I, grade 14, step 1-15 \$27.00/hour or \$56,166 annually - \$32.12/hour or \$66,828 annually; and
  - b. Maintenance Worker II, non-exempt, AFSCME grade 15, step 1-15 \$28.65/hour or \$59,593 annually - \$34.10/hour or \$70,939 annually.

City Council: to approve the following:

1. The addition of one (1) Airport Operations Specialist, full time, non-exempt, AFSCME position, grade 16, step 1-15: \$30.48/hour or \$63,400 annually - \$36.01/hour or \$75,508 annually.
2. The establishment of a Working Foreman Ambassador position, full time, non-exempt, AFSCME position, grade 16, step 1-15: \$30.48/hour or \$63,400 annually - \$36.01/hour or \$75,508 annually.
3. The replacement of the Maintenance Worker position, full time, non-exempt, AFSCME position, grade 14, step 1-15 \$27.00/hour or \$56,166 annually - \$32.12/hour or \$66,828 annually, with the following positions:
  - a. Maintenance Worker I, grade 14, step 1-15 \$27.00/hour or \$56,166 annually - \$32.12/hour or \$66,828 annually; and
  - b. Maintenance Worker II, non-exempt, AFSCME grade 15, step 1-15 \$28.65/hour or \$59,593 annually - \$34.10/hour or \$70,939 annually.



WF = Working Foreman  
 MX Worker = Maintenance Worker II

January 2026

## 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		X 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	█			
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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: \_\_\_\_\_





City of Burlington, VT  
149 Church Street, 3<sup>rd</sup> Floor  
Burlington, VT 05401  
Phone: (802) 865-7144

[www.burlingtonvt.gov/plan](http://www.burlingtonvt.gov/plan)

**TO:** Board of Finance  
**FROM:** Charles Dillard, AICP, Director, Office of City Planning  
Katherine Schad, CAO  
Kara Alnasrawi, Director, CEDO  
Phil Lewis, Director, BPRW  
**DATE:** January 12, 2026  
**RE:** Authorization to Execute Contract with Interface Studio for *planBTV: 2050*

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### **Summary**

The Office of City Planning and the Clerk Treasurer seek approval of \$340,000.00 (\$325,755.00 + 4.2% contingency) for a contract with Interface Studio, a city planning and urban design firm, to conduct and lead a subconsultant team in the creation of *planBTV: 2050*, a new unified plan that combines a new Municipal Plan with a Comprehensive Economic Development Strategy and a new System Plan for Burlington Parks, Recreation, and Waterfront. The fourth *planBTV: 2050* element is a Citywide Transportation Plan, the contract for which will be held by the Chittenden County Regional Planning Commission (CCRPC). The City is combining these planning efforts to craft a holistic long-term vision that reflects the way Burlingtonians experience the interconnected city in their daily lives. By undertaking an integrated process, the boundaries of each department and 'area of care' will overlap rather than abut. Ultimately, *PlanBTV 2050* will provide a unified framework to create a more livable, affordable, sustainable, inclusive and accessible city for all residents. This process will result in four standalone elements that will serve as implementation roadmaps for the respective departments.

The Municipal Plan – currently *planBTV*, is required to be updated every eight years. Burlington's current *planBTV* was adopted on March 25, 2019. As such, the Municipal Plan portion of this contract must be completed in due time to allow for its adoption no later than March 25, 2027.

### **Scope of Work**

The proposal from Interface Studio includes a six-phase process:

- **Phase 1: Laying the Groundwork** will establish a foundation for the planning process. It includes a Project Kick-Off meeting with representatives from the City and consultant teams to discuss project goals, existing values frameworks, roles, and responsibilities. A team-wide exploratory visit to Burlington will introduce the consultant team to Burlington's diverse cityscape and communities, including residents, employees, business owners and stakeholders. Phase 1 will conclude with the finalization of work plan revisions, a community engagement plan and data and graphics standards.
- **Phase 2: Assessment** consists of a comprehensive assessment of existing conditions relative to the Plan's four constitutive elements. The Interface team will document on-the-ground conditions and identify trends and gaps in current City policies and practices. This phase will also include a review of existing plans, capital projects and other major city initiatives, population and growth projections, and a review of potential budget impacts of current land use and policy practices.
- **Phase 3: Vision and Engagement** will concentrate the bulk of the processes' community engagement. While engagement will be critical to each of the other phases, Phase 3 will include the widest range of public visioning activities and will be designed to engage with Burlington's diverse communities in the most effective, culturally and socially appropriate ways. This phase also includes a statistically valid survey and focused collaboration with the City's Trusted Community Voices.
- **Phase 4: Scenario Planning** will allow City staff and Burlington residents to engage with multiple growth scenarios and understand the trade-offs inherent to and resulting from each.

*The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact the City Planning department or 711 if you are hearing or speech impaired.*

This process will identify a preferred scenario that allocates and encourages 7,000 new homes by 2050 and the evolutions of Burlington's transportation systems, park infrastructure and programming, economic development and climate resiliency necessary to facilitate that growth in a manner consistent with the community's values.

- **Phase 5: Plan Development** will draw upon the previous phases and consist of four sets of draft strategies, one for each element. The strategies will be reviewed and confirmed via a public engagement roadshow. Following this final review period, the Interface team will develop a coordinated implementation plan that will guide decision-making and budgeting and that will specify sequencing, responsible parties, and funding sources for each strategy.
- **Phase 6: Final Plan Production** will result in a cohesive set of four planning elements that will be designed to reach and be compelling to diverse audiences. The final planBTV: 2050 will meet the State's Municipal Plan requirements, as well as those of the City Council resolutions.

This project will be directed by the Office of City Planning, with project management leadership from CEDO, BPRW and DPW. A project charter outlining roles, responsibilities and standard operating procedures has been agreed to by the four core Department Directors, the Mayor's Office, and the Directors of DFA and REIB.

### **Procurement**

The Interface Studio team was selected after a competitive Request for Qualifications (RFQ) process conducted between September and November, 2025. The City received six submittals, each consisting of multi-firm teams. The City conducted interviews with four firms and the project leadership team, consisting of the Project Director and each of the four planning element leads, determined that the Interface Studio team best addressed the multi-disciplinary needs of this planning process.

Interface Studio will oversee the effort and serve as the primary consultant for the Municipal Plan and BPRW elements. The sub-consultant team and their roles are as follows:

- Buro Happold is an international consulting firm that will lead the scenario planning work and support components of each element.
- Ninigret Partners is an economic consulting firm and will lead the Economic Development element.
- Toole Design, one of North America's leading planning, urban design, and engineering firm specializing in multimodal transportation planning and design will lead the Mobility Element. The City's contract does not allocate funds to Toole, though contingency funds are available should they be needed for mobility-related work.
- Smart Mobility is a consultancy specializing in transportation modeling and planning that will support the Mobility element. The City's contract does not allocate funds to Smart Mobility, though contingency funds are available should they be needed for mobility-related work.

### **Project Funding**

The total cost of planBTV: 2050 is \$640,000.00. The work will be delivered under two separate contracts:

- The City will hold a \$340,000.00 contract with Interface Studio as the prime consultant conducting and overseeing the Municipal Plan, Economic Development, and Parks, Recreation and Waterfront elements. Included in this amount is a \$14,245 contingency (4.2 percent).
- CCRPC will hold a \$300,000.00 contract with Interface Studio as the prime consultant conducting and overseeing the Mobility element, which includes the citywide transportation plan and strategies to improve mobility access to BPRW facilities and programming. The CCRPC contract includes a \$31,000 contingency (10.3 percent).

The City's contract is funded as follows:

- Municipal Plan Element (\$115,000):
  - A \$30,000 State of Vermont Municipal Planning Grant (MPG), which is matched by \$6,400 in Office of City Planning professional and consultant services funds, for a total of \$36,400.00
  - A \$75,000 professional and consultant services budget in the FY27 budget for the Office of City Planning.
  - A \$4,000 balance in professional and consultant services funds in the FY26 Office of City Planning budget
- The BPRW Element is funded via \$150,000 in BPRW general funds for professional and consultant services.
- The Economic Development Element (\$75,000):
  - A \$30,000 State of Vermont Municipal Planning Grant (MPG), which is matched by \$3,400 in CEDO professional and consultant services funds, for a total of \$33,400.
  - \$41,600 in Urban Development Action Grant (UDAG) funds, which are in professional and consultant services lines in the FY26 and FY27 budgets for CEDO.

**Requested Motion**

1. Approve and recommend that the City Council approve the expenditure of up to \$340,000.00 (\$325,755.00 + 4.2% contingency) from the sources identified above; and
2. Authorize, and recommend that the City Council authorize, the Planning Director to execute the contract with Interface Studio for planBTV: 2050, subject to the review and approval of the City Attorney.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Office of City Planning      Submitter: Charles Dillard

Title/Subject: planBTV: 2050 Consultant Contract Authorization

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	1/12/2026
<input type="checkbox"/> City Council	1/12/2026
<input checked="" type="checkbox"/> Both BOF and Council	1/12/2026

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	1/5/2026	Charles Dillard
Mayor's Office	Yes	1/7/2026	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	1/7/2026	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



## MEMORANDUM

TO: Board of Finance/City Council

FROM: Megan Moir, Division Director Water Resources  
Kate Komorowski, Water Resources Director of Drinking Water Production  
Rocky Vogler, Water Resources Director of Operation and Engineering  
Emily Piersiak, Water Resources Infrastructure Asset Manager

CC: Mary Bourque, Water Resources Engineer  
Chapin Spencer, DPW Director

DATE: January 12, 2026 Board of Finance  
January 20, 2026 City Council

RE: 2026 Drinking Water System Strategic Capital Planning Efforts and Associated  
DWSRF Step I Loans

## REQUEST

The Department of Public Works ("DPW") and its Water Resources Division ("WRD") seeks authorization, through the attached resolutions (Attachment A), to apply for the following Drinking Water State Revolving Fund ("DWSRF") Step I Planning Loans to support comprehensive planning efforts for all aspects of the City's drinking water system, execute engineering service agreements with Wright-Pierce and designate the Mayor and appropriate city staff to execute the associated documents:

- 1) DWSRF Step I Loan amount up to \$650,000 for a Water Treatment Facility Improvements Planning project; and
- 2) DWSRF Step I Loan amount up to \$544,000 for a Water Distribution and Storage Improvements Planning project.

## INTRODUCTION:

Burlington's drinking water system is the oldest utility in Burlington's Water Resources system of drinking water, wastewater and stormwater utilities. Components of the system, some of which are still in operation today, like portions of the Reservoir and some of the City's water mains, were acquired by the City in 1867 from the Burlington Aqueduct Company. While drinking water system infrastructure can have longer life spans than wastewater infrastructure given the less harsh operating conditions, the risks involved with infrastructure failure are higher given the

direct relationship of the drinking water system to public health and fire protection. The Water Treatment Facility (“WTF”) was last upgraded over 40 years ago and while age is not the only determination of infrastructure risk, significant portions of the City’s distribution are over 75 years old (36%). Water main replacement efforts over the last 7 years have made a dent in bending what was otherwise an upward trend in the number of breaks/100 mile of pipe. However, our break rate is still approximately 16.8 breaks/100 miles of pipe, which is over the AWWA standard of 15 breaks/100 miles and the 2023 national average of 11.1 breaks/100 miles. Given our pipe age, a pause in our water main replacement trajectory is almost certainly to result in an increase in break rate. Perhaps more importantly, the City has never conducted a comprehensive water “master” plan of the distribution and storage system which not only looks at the need for replacement over the next 15 years, but also capacity constraints both system-wide and in localized areas. Given Burlington’s increased focus on housing growth, these capacity constraints must be well understood and remedied as part of future capital plans in addition to working to prevent near term infrastructure failure.

While there will certainly be an inter-play between these two important system evaluations (Water Treatment Facility and the distribution and storage systems) these projects have separate scopes of work to align with the anticipated trajectory of capital project development through the DWSRF loan program. However, Water Resources is excited to leverage the efficiency of having both projects proceed in parallel and using the same engineering consultant, Wright Pierce (“WP”), which was procured using a qualifications-based selection (QBS) process in compliance with the SRF requirements and in adherence with the City’s procurement policy.<sup>1</sup> For example, both projects will use one set of demand growth projections – and will be able to ensure that distribution system water quality evaluations can utilize future treatment modifications and improvements that might emerge from the Water Treatment Facilities evaluation.

This Water System Strategic Capital Plan is a critical step in the Water Resources capital and financial planning efforts for the next 15 years. These projects will not only identify replacements for existing assets but will also examine where capacity and other improvements are needed to support future growth in the City with clean, safe, and amply supplied drinking water. This upcoming effort was referenced throughout the WATER bond outreach process as a needed step to define what are needs are beyond the \$20 M 2025 WATER bond.

In concurrence with the DWSRF project steps, both of these planning efforts will result in a Preliminary Engineering Report (“PER”) which will unlock the ability to proceed to loans for Final

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<sup>1</sup> See “Consultant Procurement” later in document.

Design Engineering and Construction phases, pending additional bonding authority. Borrowing authority is not required for the initial phases (Step I and II) but must be in place for construction.

More detail on both of these projects is provided below and in the attached draft scopes of work (Attachment B).

#### *Water Treatment Facility Improvements Plan*

Burlington's Water Treatment Facility ("WTF") was originally built in 1908 and underwent its last major renovation in 1984. The WTF consists of the raw water pumps which pull in water from the lake, the various water treatment processes inside the water treatment plant itself, and the finished water pumps which pump the treated drinking water up the hill to the majority of the City (low pressure zone) and to the City's drinking water reservoir. The reservoir feeds the low pressure zone and also provides the water that is pumped to the City's elevated storage tanks. The elevated storage tanks provide adequate water to the upper elevations of the City, including the hospital (high pressure zone). The WTF (both the plant and the pumping facilities) is once again in need of a comprehensive evaluation due to equipment and process age, changing lake water quality and state and federal regulations, and projected growth in consumption. The WTF consists of the City's only drinking water treatment plant and associated raw water and finished water pumps. While there is some redundancy in the facility design, failure of key assets such as our finished water pumps would be catastrophic for the community. The impacts of climate change are showing up as increased turbidity (cloudiness) in our source water, Lake Champlain, which puts stress on our filtration systems and makes controlling disinfection byproducts in the distribution system more challenging each year.

Given the extensive nature of the project and the difficulty in determining the full level of engineering effort needed to get to a full preliminary engineering report with a "proposed project," the City has worked with its consultant, WP, to develop an initial scope of work to get the project to the 60% PER phase where the City will be able to examine the catalogued replacement needs of the facility and the various alternatives, as relevant, for capacity upgrades and process improvements. From there, the team will conduct public outreach to select the chosen alternatives and return to the Board of Finance and City Council with a request to proceed through the remaining Phase 2 of the PER to bring the report from 60% to a final PER and plan.

#### Phase I Water Treatment Facility Improvements Plan Project

The City will work with WP to perform an evaluation of the plant and processes to generate options that the City can select from in order to determine the best path forward to ensure the supply of clean, safe drinking water in Burlington.

The 2026 Water Treatment Improvements Evaluation – Phase I project consists of the following efforts to be performed by the contractor WP:

- Facility Assessment
  - Evaluate assets including process equipment, the WTP site, onsite tankage, structural and building envelopes, electrical, instrumentation, SCADA, security and safety systems, and HVAC and mechanical systems. This will include a comprehensive review of the City's existing asset inventory and assessment information contained within VUEWorks, the asset management software used by the City, resulting in an updated asset database, and updated asset condition assessments.
  - Review of all equipment, instrumentation, and facility for condition, operability, and suitability for application and location.
  - Review the WTF pump systems and their capacity to meet existing and projected water demands.<sup>2</sup>
  - Generate a risk-based model to assign probability and risk of failure to WTF components. This analysis will incorporate recommendations for repairs to correct deficiencies noted during the data gathering period.
  - Generate a prioritized list of cost-effective projects, estimate project costs, and recommend a schedule for implementation.
- Preliminary Treatment Alternatives Identification
  - The goal of the second task is to identify a menu of cost-effective approaches for upgrading existing WTF equipment and treatment plant processes. This is intrinsically linked to the recommended list of projects in the Facility Assessment to update specific assets but will encompass a broader scope to review and assess current process limitations and evaluate potential improvements on a larger scale. Potential process limitations include plant water quality performance, hydraulic capacity and redundancy.
  - This work includes a water quality review and an evaluation of each individual treatment process to determine if there are modifications or alternative processes that can be implemented to improve performance or restore functionality and reliability, with a focus on changes in our source water and potential regulatory changes. Treatment processes to be evaluated include the raw water intake, oxidation, rapid mixing & coagulation, flocculation, sedimentation, traveling bridge filtration, main plant filtration, and clear-well storage and disinfection.
  - Identification of potential upgrades to the existing configuration and assess each alternative regarding building impacts, design challenges, potential conformance

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<sup>2</sup> Note, water demand projects will be documented as part of the Water Distribution and Storage System Improvements project.

with current and upcoming regulations, constructability and implementation, and high level project cost estimates for each option.

As discussed above, this work will bring the Preliminary Engineering Report to the 60% preliminary engineering stage with an interim report. Based on these findings, and with the anticipated input of staff, City administration, residents (via the Neighborhood Planning Assemblies) the DPW Commission, the Transportation, Energy and Utilities Commission of the City Council, the Board of Finance and ultimately the City Council, a final set of alternatives will be selected, likely in early 2027. A scope of work and level of effort can then be developed for an amended loan application and contract amendment to bring the project to 100% preliminary engineering. This will result in a final report with more detailed preliminary cost estimates that can form the basis of additional conversations with residents about additional borrowing needs. While the final cost of the additional work is dependent on the extent of the final project selections, we estimate that it could be up to an additional \$400,000 to bring the report to final completion.

#### *Distribution and Storage Improvements Plan*

The City owns and operates approximately 125 miles of water distribution system mains ranging in size from 4-inch to 24-inches in diameter, 3,400 isolation valves, 930 hydrants, and includes water storage and pumping facilities. Storage is comprised of a 7 million gallon (MG) underground storage reservoir (low zone) as well as two elevated storage tanks (high zone) with capacities of 150,000 gallons (Redstone tank) and 500,000 gallons (UVM tank). The 7 MG reservoir is fed by the finish water pumps at the Water Treatment Facility, while the elevated tanks are supplied by the Reservoir Pump Station. Upgrades to the Reservoir Pump Station and some components of the Reservoir itself are being advanced under an existing project funded by the 2025 WATER bond due to the criticality of those elements and the fact that they are well beyond their useful age.

Over the last 8 years, the Water Resources Division has made significant investments to the distribution system, with prioritization decisions driven by a combination of age, break history and to a large extent, external drivers such as transportation projects. With the improvements Water Resources Division has made in the recent years to its GIS system, as well as previous adoption of VUEWorks software to track maintenance, operation and related work orders for distribution system assets - additional data is now available to develop a more comprehensive and longer-term capital replacement plan that has a stronger focus on the needs of the water system. Additionally, given the City's focus on housing growth, it is important that the capital plan take into account the potential for increased water usage both system wide and in localized areas where there is potential for density increases. The City is due for an overhaul of its hydraulic model to ensure its consistency with all the recent updates to the system and to ensure

that the model is calibrated to current conditions for accuracy. This model will enable the team to review both existing as well as potential capacity constraints and will also enable the team to look at projects that can enhance water quality in certain areas of the system. Without an up-to-date hydraulic model, WRD will be unable to evaluate what improvements are necessary to support proposed developments across the City. WRD will also be unable to develop a realistic capital plan that addresses capacity issues in the system.

The primary components of the Distribution and Storage Systems Improvements Plan include:

- Historical and projected water demands using geo-coded data
  - Provide a deep understanding of where and when water demand has been occurring, as well as incorporating known planning data to understand how and where water demand is projected to increase. The city-wide demand data will also be used for the Water Treatment Facility Improvement Plan project – but spatially oriented data is needed for the various analyses contained within this project.
- Pumping and water storage capacity analysis
  - Evaluate the relationship between pumping and storage for both the low and high services zones and make recommendations for any necessary improvements required for the future needs of the system including the ability to serve water during emergency events.
- Hydraulic Modeling
  - Develop a detailed, calibrated hydraulic model which incorporates findings from the aforementioned items in conjunction with GIS data. The model is then processed under various types of scenarios to further determine where the water distribution system is projected to be unable to meet minimum levels of service. This and other tasks will also involve looking at the City's options for further hardening itself against catastrophic failures including existing and future interconnects with Champlain Water District, the adjacent water system. In addition, the model will be used to holistically review water quality within the system.
- Capital Improvement Plan
  - Recommended infrastructure projects associated with distribution, pumping and storage will be developed for a 15-year planning horizon, broken into three consecutive 5-year periods. Each project will include conceptual level estimates of probable cost along with a proposed implementation schedule.

While the scope of work for this portion of the Water System Strategic Capital Plan is intended to yield a 100% preliminary engineering report, there will be opportunities for stakeholder engagement at the 60% and 90% stage of this preliminary engineering project to ensure buy-in from ratepayers on the final plan.

#### CONSULTANT PROCUREMENT:

DPW closely followed the DWSRF procurement requirements for all project related engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a request for qualifications (RFQ) and negotiation of contracts using a qualifications-based selection (QBS) process. This procurement methodology is also supported by the City's Procurement Policy. Wright-Pierce was selected as our Drinking Water engineering consultant in 2024 through a competitive Request for Qualifications (Attachment C) which had 2 respondents. Wright Pierce was selected as the most qualified consultant when scored for their qualifications to perform engineering related to both vertical (treatment plant and pumping) and horizontal (water mains) assets.

Once we submit a finalized and executed engineering services agreements to the State and other project loan approvals are complete, we will obtain a "letter of authorized funding". Once the State has issued this letter for a given project, the City is able to incur expenses even before the loan has been executed. Reimbursement for these expenses can only be processed once the loan is executed. However, it is not atypical for communities to begin engineering related work upon the submission of the loan application since there can be some delay in executing the final loan agreements. Water Resources will authorize \$100,000 of consultant work for each of these projects once we get acknowledgement of the receipt of our loan application so that Wright Pierce can start work on the extensive background data collection required.

#### PROJECT COST AND LOAN SUMMARY:

Water quality and rate affordability guide every decision we make at Water Resources. The DWSRF carries specific requirements during procurement, design, and construction phases of projects. While this adds some time on the front end, the advantages over a publicly offered bond include a lower borrowing cost (2-3% administration fee), potential access to subsidy, repayment periods that can extend beyond 20 years where appropriate for longer life infrastructure, and a delayed repayment period (1 year from the completion of construction) which gives us some flexibility in budgeting for debt service. These benefits result in mitigated rate increases for our residents and customers.

The following summary table outlines the costs that comprise the DWSRF Loan amounts for which we are seeking approval. We have estimated not-to-exceed (NTE) values for our loan applications to ensure there is contingency above the current scope cost estimates to make reasonable scope of work adjustments during the final review of the scope by the State which is currently underway.

Water Treatment Facility Improvements Plan

Item	Loan Authorization
Step I: Wright Pierce 60% Preliminary Engineering	\$650,000

Water Distribution and Storage Improvements Plan

Item	Loan Authorization
Step I: Wright Pierce 100% Preliminary Engineering	\$544,000

Debt service from these early project stages will be rolled into future SRF loan phases - Step II Final Engineering and then Step III Construction loans. The project cannot proceed to construction borrowing until additional voter approval is secured. These PERs will enable us to develop full Water Resources bill impact and rate projections, which will necessarily be a part of any conversations about additional voter approval. Debt service for the full project does not begin until 1 year after project completion, which is anticipated no earlier than 2030. Based on that schedule, resulting rate increases wouldn't begin until 2031 or later.

ATTACHMENTS:

- Attachment A: Resolutions
- Attachment B: Scopes of Work
- Attachment C: Water Engineering Consultant RFO

MOTIONS:

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step I loan up to \$650,000 from the Vermont Drinking Water State Revolving Fund for the Water Treatment Facility Improvements Plan – Phase I as more specifically set forth in the attached resolution."

2. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step I loan up to \$544,000 from the Vermont Drinking Water State Revolving Fund for the Water Distribution and Storage System Improvements Plan as more specifically set forth in the attached resolution."

City Council Actions:

3. "To waive the reading and to adopt the attached resolution authorizing a Step I loan up to \$650,000 from the Vermont Drinking Water State Revolving Fund for the Water Treatment Facility Improvements Plan – Phase I as more specifically set forth in the attached resolution."
4. "To waive the reading and adopt the attached resolution authorizing a Step I loan up to \$544,000 from the Vermont Drinking Water State Revolving Fund for the Water Distribution and Storage System Improvements Plan as more specifically set forth in the attached resolution"

Thank you for your consideration of this request.

**Resolution Relating to**

**RESOLUTION \_\_\_\_\_**

Sponsor(s):

AUTHORIZATION FOR UP TO \$650,000 STEP I LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR WATER TREATMENT FACILITY IMPROVEMENT PLAN.

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

Action: \_\_\_\_\_

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

Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

In the year Two Thousand Twenty Six.....

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

1 That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (“DWSRF”) provides loans  
2 for planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal drinking  
3 water system projects; and

4 WHEREAS, the City’s Water Treatment Facility was last upgraded in 1984 and is in need of both  
5 infrastructure replacement and modernization to ensure the provision of amply supplied and clean, safe  
6 drinking water; and

7 WHEREAS, the City has determined that a Water Treatment Facility Improvements Plan (the “Plan”);  
8 is a critical component to the City’s larger planning efforts and the Water Resources update of the 15-year  
9 Drinking Water Capital Plan and related financial planning; and

10 WHEREAS, the initial phase of the Plan is completion of Phase I (60%) of a Preliminary Engineering  
11 Report (“PER”) to study the facilities needs and identify upgrade alternatives in support of developing a  
12 Facility Improvement Plan (the “Project”); and

13 WHEREAS, the City expects that a future, final phase of the PER will select the project alternatives  
14 and provide preliminary cost estimates in order to finalize the Plan; and

15 WHEREAS, the City has followed a competitive qualifications-based procurement process required by  
16 the State and selected Wright Pierce as the most qualified contractor for the engineering of this Project; and

17 WHEREAS, the Project is estimated to require a total contract authorization of up to \$650,000 with  
18 Wright Pierce; and

19 WHEREAS, the Project is eligible for a Step I State of Vermont DWSRF Planning Loan of up to  
20 \$650,000; and

21 WHEREAS, the standard DWSRF Loan terms for projects of this type are up to 10 years at 0%  
22 interest; and

23 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on  
24 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that

**Resolution Relating to**

**AUTHORIZATION FOR UP TO \$650,000 STEP I LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR UP TO \$650,000 FOR THE WATER TREATMENT FACILITIES IMPROVEMENT EVALUATION.**

25 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the  
26 project for which the planning loans are used; and

27 WHEREAS, the City intends to seek future voter approval to incur indebtedness in connection with the  
28 Plan and the Water Distribution and Storage System Improvement Plan.

29 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,  
30 or his designee, to complete the Step I Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter  
31 120 and to apply to the Vermont DWSRF and Vermont Municipal Bond Bank (the “Bank”) for the financing of  
32 a loan in a principal amount not to exceed \$650,000 (the “Loan”) subject to final review and approval by the  
33 Chief Administrative Officer and Director of Finance; and

34 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute  
35 an Engineering Services Agreement with Wright Pierce for preliminary engineering for a total authorized  
36 expenditure not to exceed \$650,000, subject to review and approval by the City Attorney’s Office; and

37 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative  
38 Officer, Director of Finance, and Assistant Director of Finance (the “Authorized Officers”), individually or  
39 collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment  
40 thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan;  
41 (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and  
42 with such terms as they deem necessary and in the City’s best interest; and (iv) such other documents and  
43 instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval of  
44 legal counsel; and

45 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an  
46 alternate authorized representatives of the Project with authority to execute administrative or reimbursement  
47 documents, and other ancillary documents other than the loan application or loan agreements: Department of  
48 Public Works Water Resources Division Director, Megan Moir.

**Resolution Relating to**

**RESOLUTION \_\_\_\_\_**

Sponsor(s):

AUTHORIZATION FOR UP TO \$544,000 STEP I LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR WATER DISTRIBUTION AND STORAGE SYSTEM IMPROVEMENTS PLAN.

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

Action: \_\_\_\_\_

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

Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

In the year Two Thousand Twenty Six.....

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

1 That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (“DWSRF”) provides loans  
2 for planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal drinking  
3 water system projects; and

4 WHEREAS, in the last ten years the City has dramatically increased its investment in water main  
5 replacement with projects selected primarily based on break history and overlap with transportation projects;  
6 and

7 WHEREAS, to ensure the supply of ample, clean, safe drinking water to all portions of the City via the  
8 distribution and storage network, including those where housing growth is anticipated, a more comprehensive  
9 system-wide evaluation, including updated hydraulic model, is needed; and

10 WHEREAS, the City has determined that a Water Distribution and Storage Systems Improvements  
11 Plan (the “Plan”) is a critical component to the City’s larger planning efforts and the Water Resources update  
12 of the 15-year Drinking Water Capital Plan and related financial planning; and

13 WHEREAS, the initial phase of the Plan is completion of a Preliminary Engineering Report (“PER”)  
14 including efforts to identify water supply demand needs, update the City’s hydraulic model, review asset  
15 management data, identify replacement and capacity improvements needs, develop cost estimates and  
16 prioritize such improvements for the next 15 years (the “Project”); and

17 WHEREAS, the City has followed a competitive qualifications-based procurement process required by  
18 the State and selected Wright Pierce as the most qualified contractor for the engineering of this Project; and

19 WHEREAS, the Project is estimated to require a total contract authorization of up to \$544,000 with  
20 Wright Pierce; and

21 WHEREAS, the Project is eligible for a Step I State of Vermont DWSRF Planning Loan of up to  
22 \$544,000; and

23 WHEREAS, the standard DWSRF Loan terms for projects of this type are up to 10 years at 0%  
24 interest; and

**Resolution Relating to**

AUTHORIZATION FOR UP TO \$581,000 STEP I LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR UP TO \$650,000 FOR THE WATER TREATMENT FACILITIES IMPROVEMENT EVALUATION.

25 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on  
26 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that  
27 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the  
28 project for which the planning loans are used;

29 WHEREAS, the City intends to seek future voter approval to incur indebtedness in connection with the  
30 Plan and the Water Treatment Facility Improvement Plan.

31 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,  
32 or his designee, to complete the Step I Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter  
33 120 and to apply to the Vermont DWSRF and Vermont Municipal Bond Bank (the “Bank”) for the financing of  
34 a loan in a principal amount not to exceed \$544,000 (the “Loan”) subject to final review and approval by the  
35 Chief Administrative Officer and Director of Finance; and

36 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute  
37 an Engineering Services Agreement with Wright Pierce for preliminary engineering for a total authorized  
38 expenditure not to exceed \$544,000, subject to review and approval by the City Attorney’s Office; and

39 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative  
40 Officer, Director of Finance, and Assistant Director of Finance (the “Authorized Officers”), individually or  
41 collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment  
42 thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan;  
43 (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and  
44 with such terms as they deem necessary and in the City’s best interest; and (iv) such other documents and  
45 instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval of  
46 legal counsel; and

47 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an  
48 alternate authorized representatives of the Project with authority to execute administrative or reimbursement  
49 documents, and other ancillary documents other than the loan application or loan agreements: Department of  
50 Public Works Water Resources Division Director, Megan Moir.

12/02/2025

**Draft Scope of Services  
for  
Facility Improvement Plan for Upgrades  
to the City of Burlington Water Treatment Plant**

**PHASE 1 - FACILITY IMPROVEMENT PLAN**

**I. Task 1 - Facility Assessment**

During the Facility Assessment task, the ENGINEER shall:

**A. Project Kickoff and Data Collection**

- Conduct a project kick-off meeting to review the goals and schedule of the project.
- Develop and submit a request for information to collect available reports and prior evaluations, plans, planning documents, and other existing information related to the WTP. *This scope of work assumes that the CLIENT will provide information requested within 2 weeks of the request.*
- Receive and catalog data received from CLIENT for use in analysis as part of other Tasks.

**B. Asset Condition Assessment**

- Using the City's existing data, review the City's existing asset inventory and assessment information included in the VUEWORKS database.
- Review, refine and expand the WTP asset database as necessary.
- Conduct a Matterport scan of the facility (interior of the two buildings on site included in this scope) to aid in the assessment of the facility, and development of recommendations.
- Perform on-site investigations to update assessments on WTP assets. Investigations will be conducted by experienced technical staff familiar with water treatment systems and associated equipment. *This effort is estimated to be completed over a 2-3 day period.* This effort will include an evaluation of:
  - Process equipment
    - Chemical storage and feed equipment
    - Raw Water Intake and Pretreatment
    - Coagulation, Sedimentation, Clarification system
    - Filtration process units
    - Raw, process and finish water pumps
    - Clearwell storage
    - Residuals management system (Sludge Handling)
  - WTP site
  - Onsite tankage (*visual external inspection only, no diving or interior tank inspection included in scope, review of prior internal inspection reports only*)
  - Structural and building envelopes
  - Electrical,
  - Instrumentation,

- SCADA,
- Security and safety systems
- HVAC and mechanical systems.

***Responsibility of CLIENT - During inspections, WTP staff will need to be present during the inspections to activate equipment systems, and provide equipment to facilitate safe access for inspections and evaluations.***

***CLIENT to de-energize and provide a licensed electrician for access to electrical panels that have voltage ratings higher than 120v during ENGINEER's on-site assessment. Interior of panels containing voltage higher than 240v will not be opened or evaluated by ENGINEER personnel. If inspection and evaluation is needed, CLIENT to provide a licensed electrician to complete the evaluation.***

- Review equipment, instrumentation and facility for condition, operability, suitability for application and location. This assessment will include a visual inspection of components while in operation to identify problems such as leakage, excessive vibration, noise or temperature, condition of coatings and signs of wear and corrosion. Equipment information including make, model, and serial numbers will be provided as part of the existing asset list provided by Burlington which will be confirmed during the evaluation. Updates will be made to the list as needed. The City will provide their existing “priority needs list” of maintenance items and repairs and historical vibration monitoring of equipment prior to conducting evaluations. This information will be updated based on the facility assessment.
- Photo documentation of assets will be taken during field investigations.
- Obtain and update existing projected water demand reports.
- Review of WTP pump systems and their capacity to meet existing and projected system demands. *Existing and proposed water system demands will be developed separately as part of the Water System Master Plan scope of work. The Proposed conditions develop will be 2040.*
- Review of chemical systems and storage based on historical usage and projected demands. Review chemical storage and handling practices. Review emergency shower and eyewash locations.

### **C. Risk Matrix Development, Alternatives Analysis and Recommendations**

- Develop a risk-based model to assign probability and risk of failure to WTP components. A Weibull Analysis will be performed to determine the probability of failure, and the Triple Bottom Line Concept will be used to determine the consequence of asset failure.
- The analysis will incorporate recommendations for repairs to correct deficiencies noted in the field inspections, information collected and reviewed as part of prior Tasks.
- As appropriate, improvements or asset replacements will be organized into projects that address several items concurrently in a cost-effective manner. The list will include a recommended schedule for implementation and estimated cost for modifications or replacements.

- ENGINEER will prepare a prioritized list of assets needing replacements or repairs and will assign them to one of the two following categories:
  - High to medium priority items
  - Medium to low priority items
- *Analysis of proposed upgrades to the treatment process to improve treatment performance will be included in Task 2 and will not be included in this prioritized list of asset renewal.*

## **II. Task 2 - Preliminary Treatment Alternatives**

The objective of Task 2 is to identify a cost-effective approach for upgrading the existing water treatment plant process. The study will review and assess the current limitations of the process (performance, hydraulic capacity, redundancy, etc.) and evaluate potential improvements. The following outlines work to be performed under this Task.

### **A. Water Quality Review**

- Kick-off meeting to review scope, goals, objectives, milestones, etc.
- Review existing data including plant performance records, raw and finished water quality history (10-years of MORs), SCADA trending and other relevant information regarding the treatment process.
- Make a preliminary assessment of water quality in Lake Champlain through the following:
  - Establish baseline water quality from the collection and basic laboratory analysis of raw water samples from Lake Champlain to characterize water quality. Samples will be collected from intake sample locations including:
    - turbidity
    - pH
    - alkalinity
    - TOC/DOC
    - SUVA / UV 254
  - Data to be developed and organized by City staff from raw water quality developed from prior water quality studies in Burlington.
  - Identify data gaps and determine current limitations on surface water quality. It is understood that additional water quality data will be required and will be collected by the City. This data will be required to fine tune this preliminary assessment.
- Revisit and review the performance limitations and findings from the 1999 WTP Evaluation report.
- Establish finished water quality objectives for the facility to assure compliance with current and projected water quality standards as well as horizon treatment issues including potentially regulated contaminants on EPA's candidate contaminant list (CCL 3) and the upcoming Stage 3 DBPR. Review and compare treated water compliance history to EPA's published and proposed regulations.

### **B. Process Evaluation & Concept Development**

- Evaluate each individual process to determine the extent of improvements required, what modifications can be made to the existing process and consider alternative

products/processes/technologies or configurations to improve performance and/or restore functionality and reliability. The evaluation will consider alternatives for reuse recognizing that the improvement may not meet the full goal of redundancy or process optimization. The evaluation for improvements to each existing process component will consider but not be limited to the following:

- Raw water intake
- Oxidation
  - review various oxidants in effort to reduce DBP formation
- Rapid Mixing & Coagulation
  - retain and improve or replace existing system;
  - alternative coagulants;
- Flocculation
  - retain and improve existing system;
  - retrofit existing flocculation system with contact clarification (microfloc) or other technologies;
- Sedimentation
  - retain and improve or replace existing system;
  - Reinstall lamella settling plates to improve clarification process
  - retrofit existing sedimentation system with advanced removal technologies; such as DAF, Actiflo, or submerged membranes;
- Traveling Bridge Filtration
  - review issues with underdrains
  - retain existing system in series with Main plant filtration;
  - retrofit existing filters with alternative media;
- Main Plant Filtration
  - retain and improve existing system;
  - retrofit existing filters to rapid sand beds;
  - replace with submerged or pressure membranes or other technologies;
- Clearwell (Disinfection)
  - retain and improve existing clearwell;
  - addition of tankage;
  - conduct fluoride tracer study of available clearwell configurations.
  - consider proposed redundancy and reliability improvements slated for 2025
  - addition of ultra-violet light disinfection or other technologies;
  - Reduce DBPs and formation through treatment process
  - Review options for “boosting” residual in distribution system
- Develop conceptual upgrade configurations and assess each alternative regarding building impacts, design challenges, potential conformance with current and upcoming regulations, constructability and implementation and total project cost for each option under consideration.

### **C. Screening of Process Alternatives**

- Develop a decision matrix to screen and rank each alternative. The matrix will include a variety of quantitative and qualitative criteria and weighting factors to be developed with input provided by the City. Examples of criteria and factors at a

minimum are listed. Other criteria and factors can/will be added during the evaluation process.

- Ease of operations
- Annual operating cost
- Capital cost, life cycle and life cycle cost
- Permitting complexity
- Reliance on proprietary systems
- Complexity with retaining plant operations during construction
- Regulatory compliance
- Ability to treat existing and future supplies
- Recommend a course of action for advancing the preferred alternative. Recommendations will include an implementation plan for advancing future phases of the project as well as conceptual floor plans and profiles. Preparation of report and detailed cost estimate of the preferred alternative that can be indexed to future dates as the project progresses is included in Task 3B.

### **III. Meetings, Report and Presentations**

#### **A. Meetings**

- Conduct one project kick off meeting with Client and develop minutes.
- Conduct six monthly status update and develop meeting minutes
- Conduct two report deliverable submittal review meetings and develop meeting minutes. Where appropriate, these meetings will be coordinated with monthly status meetings.
- Conduct one project wrap up meeting with Client and develop minutes.
- All meetings are proposed as virtual otherwise noted. (10 total meetings included)

#### **B. Reports**

- The report deliverables will be developed consistent with Tasks 8 and 9 of the SRF Step 1 Planning loan process and requirements. Report to include Sections 1-5 of the VTDEC Preliminary Engineering Report (PER) format.
- PER 30% Submission - This 30% Draft Report will mainly summarize the project planning components, existing conditions and project need. The report will be formatted consistent with sections 1-3 of the VTDEC Preliminary Engineering Report. Field reports will be included as an Appendix. As appropriate, the report will contain photographs, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the considerations involved at the WTP available to the City. Furnish Draft 30% Submission (sections 1-3) to, CLIENT and VTDEC within 90 days of receiving written authorization to proceed from CLIENT. 45 Days of Client and VTDEC Review time have been carried inline with VTDEC guidance.
- PER 60% Submission - This 60% Draft Report will mainly summarize the project alternatives evaluation and preferred alternative selection and recommendation. Report will be formatted consistent with sections 4-5 of the VTDEC Preliminary Engineering Report. Field reports will be included as an Appendix. As appropriate, the report will contain photographs, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the considerations involved and

the recommended alternate improvement solutions at the WTP available to the City. Furnish Draft 60% Submission (sections 4-5) to, CLIENT and VTDEC within 180 days of receiving written authorization to proceed from CLIENT. 45 Days of Client and VTDEC Review time have been carried inline with VTDEC guidance.

- Furnish Final Compiled Draft Report (sections 1-5) to, and review it with, CLIENT within 255 days of receiving written authorization to proceed from CLIENT. Provide 2 hardcopies and an electronic copy in PDF format.
- Address CLIENT's comments, as appropriate, and furnish the Final Compiled Report PER section 1-5 to CLIENT within 30 days of receiving comments from the CLIENT and VTDEC. Provide 2 hardcopies and an electronic copy in PDF format.

### **C. Presentations**

- ENGINEER will present the results of the draft and final report to the City. Two formal presentations of the project results are included in this scope of work.

### ***PHASE 2 - PRELIMINARY ENGINEERING REPORT (FUTURE SCOPE OF WORK)***

- A. Upon completion of Phase 1, CLIENT and ENGINEER shall review report and develop scope of improvements to be combined into a project. The engineering level of effort associated with this future task will be determined at the onset of this Phase of work.*
- B. Develop Draft ESA/LOE/Project Cost Summary and DEC Certification in support of a VTDEC Step 1 Preliminary Engineering Report loan application by the City (Assumes City will be developing loan agreement and processing disbursement requests.)*
- C. Conduct a boundary and topographic survey of the WTP grounds and including the transmission mains near the railroad crossing.*
- D. Conduct a survey grade laser scan of the facility (interior of the two buildings on site included in this scope) to aid in the development of the existing conditions base plans for the facility, and development of design drawings.*
- E. Develop and deliver a Preliminary Engineering Report in line with VTDEC Step 1 Planning loan guidance Tasks 10 through 12E.*
- F. Furnish a Draft Report to, and review it with, CLIENT within \_\_\_ days of receiving written authorization to proceed from CLIENT. Provide 2 hardcopies and an electronic copy in PDF format.*
- G. Address CLIENT's comments, as appropriate, and furnish the Final Report to CLIENT within \_\_\_ days of receiving comments from the CLIENT. Provide 2 hardcopies and an electronic copy in PDF format.*
- H. ENGINEER will present the results of the draft and final report to the City. Two formal presentations of the project results are included in this scope of work.*

**Facility Improvement Plan Effort and Fee Table**

<b>Task</b>	<b>Description</b>	<b>Effort (hours)</b>	<b>Cost</b>
<i>1</i>	<i>Facility Assessment</i>		
1A	Project Management/Coordination	50	\$9,000
1B	Site Visits/Asset Assessment	430	\$90,000
1C	Facility Matterport Scan (sub-contracted)	18	\$24,000
1C	Risk Matrix Development, Alternatives Analysis and Recommendations	480	<u>\$90,000</u>
	<i>Task 1 Subtotal</i>		<i>\$213,000</i>
<i>2</i>	<i>Preliminary Treatment Alternatives Evaluation</i>		
2A	WQ Data Review	50	\$9,000
2B	Process Evaluation	650	<u>\$119,000</u>
	<i>Task 2 Subtotal</i>		<i>\$128,000</i>
<i>3</i>	<i>Meetings, Reports and Presentations</i>		
3A	Meetings (10)	250	\$45,000
3B	Reports	1,050	\$188,000
3C	Presentations (2)	70	<u>\$14,000</u>
	<i>Task 3 Subtotal</i>		<i><u>247,000</u></i>
	<b>Total Cost</b>		<b>\$588,000</b>

~10% final State Review contingency \$58,000

**Facility Improvement Plan Schedule**      Total with contingency \$646,000  
 use NTE = \$650,000

<b>Task</b>	<b>Description</b>	<b>Duration</b>	<b>Start</b>	<b>Finish</b>
<i>0</i>	<i>Notice to Proceed</i>	--	0	0
<i>1</i>	<i>Facility Assessment</i>	90	0	90
1	Kickoff Activities	15	0	15
1B	Site Visits/Asset Assessment	45	15	60
1C	Facility Matterport Scan (sub-contracted)	3	20	23
1C	Risk Matrix Development, Alternatives Analysis and Recommendations	60	30	90
<i>2</i>	<i>Preliminary Treatment Alternatives Evaluation</i>	90	60	150
2	Task 2 Kick off meeting	--	60	60
2A	WQ Data Review	15	60	75
2B	Process Evaluation	75	75	150

3	<i>Report Development</i>	225	30	255
	30% PER Planning Meeting	--	30	30
	Prepare Draft 30% PER Chapters 1-3	60	30	90
	Submit Draft 30% PER Chapters 1-3	--	90	90
	Client and VTDEC Review Period (45 days)	45	90	135
	60% PER Planning Meeting	--	150	150
	Prepare Draft 60% PER Chapters 1-3	30	150	180
	Submit Draft 60% PER Chapters 4-5	--	180	180
	Client and VTDEC Review Period (45 days)	45	180	225
	Revise Final PER Chapters 1-5	30	225	255
	Submit Final PER Chapters 1-5	--	255	255
	Presentations	TBD	--	--

\*Note: Preliminary schedule is based on calendar days. This schedule is preliminary and will be adjusted based on staff availability, scheduled holidays and will be finalized once agreement is in place and notice to proceed has been issued.

SCOPE OF SERVICES  
FOR  
WATER DISTRIBUTION AND STORAGE SYSTEMS IMPROVEMENTS PLAN

I. INTRODUCTION

The Water Distribution and Storage Systems Improvements Plan (Plan) aims to benefit residents, businesses, and critical community facilities within Burlington's (City's) water service area by developing a strategy to modernize distribution water infrastructure, maintain reliable service, and meet established level of service (LOS) goals.

The water service area encompasses approximately 15.5 square miles, covering the majority of the City. However, certain small areas within the city limits are not served by City water. Outside of the City limits, Colchester Fire District #2 (CFD2) and a small portion of South Burlington are served by the City.

The City's water system operates under Water System ID No. 5053, with a permitted maximum daily operating capacity (MDOC) of 10.08 MGD, serving water to customers via 125 miles of distribution system mains ranging in diameter from 2 to 24-inches.

The City has one water treatment plant (WTP). The City will be completing a Modernization evaluation of the WTP in parallel with this water distribution system planning effort. General details of the current WTP are presented below:

- WTP:
  - Water Supply – Redundant Dual intake from Lake Champlain.
  - Permitted WTP capacity: 10.08 MGD. (This value will be re-considered during the WTP evaluation in 2026). Current physical capacity is less than permitted capacity at current treatment level of service (Partnership for Safe Water).
  - Processes: chemical treatment, clarification, filtration (two stage), and disinfection.
  - Features: Dual clearwells, Standby power generation for the entire facility, Remote monitoring of WTP facility and distribution facilities via SCADA telemetry.

The water distribution system is comprised of two primary pressure zones: the Low Service Zone and the High Service Zone. The Low Service Zone is supplied water directly from the WTP, providing water to customers from elevation 100 ft to approximately 320 ft (MSL). The High Service Zone provides water to customers at elevations typically greater than 320 ft (MSL), and is located in the eastern side of the City. Water from the Low Service Zone is transferred to the High Service Zone by the Reservoir Pump Station located adjacent to the Reservoirs (7 million gallon capacity). Water storage in the High Service Zone is provided by the 500,000 gallon UVM and 150,000 gallon Redstone tanks. The City is currently designing improvements to the Reservoirs and Reservoir Pump Station scheduled for construction no later than 2027.

The water distribution system includes two existing water system connection points with South Burlington. The South Burlington water system is supplied water and operated by Champlain Water District (CWD).

1) The Burlington South Meter Vault, commonly referred to as the “Shelburne Road Emergency Interconnect” or “Sears Meter Vault”, on Shelburne Road is owned by the City of Burlington. The City owns all piping, valves, etc. within the existing Burlington South Meter Vault. The Burlington South Meter Vault does not have a permanent meter installed. During an emergency event, the City will need to install a portable meter to record total flow. CWD’s ownership on the 10” ductile iron cement lined “spur” on Shelburne Road ends at CWD HS#305 valve.

2) The Burlington East Meter Vault –is owned by CWD this vault is commonly referred to as the “Jug Handle”, on Williston Road. CWD owns all piping, valves, instrumentation, electrical, etc. within the Burlington East Meter Vault, except for the meter. The Burlington East Meter Vault has a permanent meter, which is owned by the City. The valve and piping directly downstream of the Burlington East Meter Vault are owned by the City of South Burlington. The valve and piping directly upstream of the Burlington East Meter Vault are owned by the City of Burlington.

The City also currently supplies water to two consecutive systems through master meters to CFD2 and the North Ave Co-Op Water System.

The objectives of the Plan are to:

- Document the Existing Distribution System
- Establish Performance and Evaluation Criteria
- Establish Water Demand Projections
- Develop and Calibrate a Comprehensive Hydraulic Model
- Perform Storage and Pumping Capacity Evaluation
- Perform Hydraulic Evaluation
- Evaluate Water Quality
- Evaluate Infrastructure Replacements and Improvements
- Review Asset Management Program
- Develop Capital Improvement Program
- Prepare Report

Wright-Pierce, Inc. (Consultant) proposes the Scope of Services below based on the above and previous discussions with the City.

## II. SCOPE OF SERVICES

### Task 1 – Project Administration and Meetings

#### 1.1 Project Administration

The Consultant will perform project management activities associated with the project. These activities include planning and scheduling; managing staff, budgets and schedules; developing monthly status reports and invoices; and coordinating with the City. This project will be funded through a SRF planning loan. Additionally, the Consultant will set up a SharePoint FTP site for this project to facilitate exchange of information.

#### 1.2 Meetings

The Consultant will conduct the following meetings with the City’s staff:

- Kickoff Meeting
- Monthly Progress Meetings
- 30% and 60% progress meetings with VTDEC
- Capacity Assessment Meeting/Workshop
- Draft Plan Review Meeting

Deliverable(s):

- For each of the meetings listed above, the Consultant will prepare an agenda and electronically issue a meeting summary to all attendees (in PDF format).

Assumption(s):

- The Kickoff Meeting will occur within 14 calendar days of the Notice to Proceed (NTP).
- The Progress Meetings will be scheduled monthly to facilitate completion of the project.
- The 30% and 60% meetings with VTDEC will be scheduled concurrent with monthly progress meetings as schedule allows.
- The Capacity Assessment Meeting/Workshop will occur within 14 calendar days of the submission of the draft capacity assessment tables.
- The Draft Plan Review Meeting will occur within 21 calendar days of submission of the Draft Plan.
- The meetings will be Teams-enabled to allow Consultant team members not designated to attend in-person to participate as needed.

## Task 2 – Existing Water System

### 2.1 Information Request and Review

Exhibit A provides the Initial Information Needs List for this project, including requested information, proposed submission deadlines, and status tracking fields. As the project progresses, additional information may be added to address specific requirements. The Consultant will review the provided information and incorporate relevant data into the Plan, including a summary of applicable resources.

### 2.2 Initial Facility Site Visit

The Consultant, accompanied by City operations personnel, will visit the City's pumping stations and tanks. The purpose of these visits is to:

- Confirm the system information provided by the City.
- Collect additional information where needed.
- Observe physical conditions.
- Capture photographic records of water system components.
- Identify operational constraints and issues based on discussions with City staff.

The observations and findings will support the assessment of facility needs and the planning of subsequent field data collection activities. 1 day is allocated for this site visit.

### 2.3 Existing Water System Infrastructure Limits and Inventory

Using provided information, site visit findings, and discussions with City staff, the Consultant will perform the following services to develop a comprehensive understanding of the system before performing the analyses and evaluations necessary to develop proposed improvements in the Plan:

- Mapping Existing Infrastructure
  - Develop figures to illustrate:
    - The extent of the current water system infrastructure.
    - Parcels which are currently connected to the water system (High Service and Low Service zones to be delineated separately).
    - Vacant parcels within the system limits (representing potential future connections requiring only a service lateral).
  - Develop one figure to show the locations of the WTP, pump station, tanks and interconnects.
- Existing Facility Review
  - Review WTP and pump stations. *The existing facility conditions review for the WTP and pump station will summarize the evaluations completed by others for these facilities developed during the WTP Modernization Study (WP) and the Reservoir BPS improvements project (DG).* This will include details essential to assessing hydraulic capacity and will tentatively include:
    - Applicable details for each facility.
    - Conditions observed and relevant photographs taken during site visits.
    - Operator feedback, such as maintenance challenges, performance concerns, energy inefficiencies, output limitations, or water quality issues.
    - Available information on emergency generators, including manufacturer, model, power output (kW), and supported loads during power outages. This information will support an evaluation of facility capacity when operating on standby power.
  - Other components not essential to assessing hydraulic capacity will be summarized in a fashion similar to that used in a sanitary survey.

- Inventorying Water Distribution System Components
  - Review and revise an inventory of water distribution system components, tentatively including:
    - Water main statistics related to miles of water main by size and material, available age information, estimated useful life by pipe material type, available break information, available chlorine residual information, and available customer complaint information.
    - Fire hydrant statistics including quantity, available age information, estimated useful life, flow rates, available details of hydrant exercising program.
    - Water isolation valve statistics (types and quantities by size), summary of known valve issues (stuck open/stuck closed), known closed valves, details of valve exercising.
    - Water meter statistics (quantities by size, ages, useful life), overall estimated accuracy loss due to age (most customer meters read low after years of service), and details of meter replacement program (if available).

Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.
- If edits to the GIS database are developed as part of our effort during this task, WP will submit a revised version of the GIS geodatabase water system infrastructure for Burlington's use.

Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.
- The City will accompany the Consultant during site visit.

Task 3 – Existing Programs and Completed, Active, and Committed Capital Improvement Projects

3.1 Existing Programs

The Consultant will summarize details related to the City's programs list based on review of provided information and discussion with City staff:

- Water Meter Servicing and Replacement Program
- Valve Inspection and Exercising Program
- Fire Hydrant Inspection and Testing Program
- Backflow Prevention Program
- Water Conservation Program
- Water Distribution System Flushing Program

3.2 Completed, Active, and Committed Capital Improvement Projects

The Consultant will create a summary table and figure to document the following:

- Completed capital improvement projects:

- Projects that have been placed into service but are not yet incorporated into the City's existing asset database (GIS). These improvements need to be incorporated into the hydraulic model as constructed.
- Active capital improvement and developer projects:
  - Projects currently in the design or construction phase. These improvements are to be incorporated into the hydraulic model as sized and designed by others.
- Committed capital improvement projects:
  - Projects that have yet to be designed and constructed but are planned for future implementation as previously sized. For these improvements, the Consultant is to limit recommendations to the project timeline and will not re-evaluate the sizing of these improvements.

Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.

Task 4 – Historical and Projected Water Demands

This task involves summarizing historical water system demands, categorizing them into three key categories—customer demands, water-quality maintenance demands, and other aggregated demands—and developing residential and non-residential unit customer demands. These unit demand values will be applied to projected parcel-level residential populations and non-residential development areas to estimate future water demand. Please note that the future growth projections used for developing the future demand estimates will be based on a combination of the City's parcel level population projections—and specific planned development information on file with the City's planning department.

- Process Historical Demand Data
  - Analyze historical annual average daily demands (AADDs), maximum daily demands (MDDs), and estimated peak hourly demands (PHDs) from 2015 through 2024.
  - Create a table and figure to summarize these demands.
- Disaggregate AADD into Demand Categories
  - Break down AADD into following demand categories:
    - Customer demands
    - Water-quality maintenance demands
    - Other aggregated demands (supply minus customer demands minus water-quality maintenance demands)
  - Utilize the following data sources:
    - City customer service meter data
    - City Public Supply Annual Reports

- City flushing records
- Develop GIS Parcel Attribute Table and Create a GIS Layer Containing the Customer Demand and Flushing Points
  - Create a parcel GIS attribute table with the following envisioned fields (actual fields will depend on data availability):
    - Parcel ID
    - Land Use Type
    - Water Service Available (Yes/No)
    - Connected to Water System (Yes/No)
    - Water Meter Premise ID
    - 2024 Water Meter Usages (for each billing period will be included as a separate field, usages will be data binned)
    - Existing and Projected Parcel-Level Population Estimates (each as a separate field)
    - Parcel Total Area
    - Parcel Dry Area
    - Building Area
    - Estimated Building Heated Area
    - Estimate Irrigable Area
  - Create a GIS Layer Containing the Customer Demand Points using:
    - Provided Customer Meter Points
    - Parcel centroids for customers missing customer meter points
  - Create a GIS Layer containing the Flushing Points
- Summarize Statistics and Recommendations:
  - Statistics to be summarized:
    - Gross water demand per capita in gallons per day per capita (gpcd)
    - Residential customer unit demand:
      - Total demand (gpcd)
      - Estimated indoor demand in gpcd
      - Estimate outdoor demand (gallons per day per 1000 square feet, or gpd/1000 sq ft)
    - Non-residential customer unit demand for applicable land use code:
      - Total demand (gallons per day per 100 square feet of heated area, or gpd/100 sq ft)
      - Estimated indoor demand (gpd/100 sq ft)
      - Estimated outdoor demand (gpd/1000 sq ft)
    - Other demand (gallons per day per inch diameter mile or gpd/IDM)
    - Flushing demand (gpd/IDM or other quantity proposed by the Consultant after analysis of the data)
  - Recommendations to be made based on findings:
    - Simplified non-residential land use categories and unit demand for each simplified category to streamline demand projections. Note: Using all land use codes often adds unnecessary complexity and increases effort with little benefit.
    - Whether the residential and non-residential unit demands should be broken down into indoor and outdoor components or left as total demands. Note: A breakdown is only recommended if the analysis reveals significant advantages would be realized.
    - A process to account for flushing and other demands in significant water system extensions.

Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.

Task 5 – Facility Planning Level Evaluations

Following the site visits and completion of the hydraulic modeling, the Consultant will do the following:

- Summarize the capacity analyses of the WTP (completed under a separate project), and the High service area pump station (completed by others under a separate project) and the ability of South Burlington to provide water in emergency situation. The analyses determine the ability to serve existing and proposed MDOCs and the needed MDOC. This will consider storage capacity, and high service pumping capacity.
  - Background/Previous studies/Info
  - Evaluation Methodology
  - Pressure Zone Water Demands
  - Storage Capacity Evaluation
  - Interconnection Capacity Review
  - Pumping Capacity Evaluation (by others, referenced here)
  - Pumping Efficiency Evaluation
  - Conclusions and Recommendations
    - Recommend storage improvement to satisfy the future needs of the system
    - summarize ongoing high service pump station improvements.

Deliverable(s):

- Draft memo summarizing the evaluation components listed above.

Assumption(s):

- The City and the Consultant will review and agree on needed updates to the draft figures and tables during the capacity assessment workshop discussed in *Task 1*.

Task 6 – Hydraulic Modeling Water System Analysis

6.1 Establish Performance and Evaluation Criteria

The Consultant will do the following:

- Coordinate with the City to review, revise and summarize its water distribution system (WDS) LOS goals. The current LOS goals, developed in 2017, indicate several distribution system related goals. At a minimum, these LOS goals are envisioned to include minimum allowable pressure and maximum preferred velocity in the distribution system.
- Define performance and evaluation criteria including existing and future operating conditions against which the water system will be evaluated against such as peaking factors, min/max pressures, max pipeline velocity, max allowable head loss, fire flow/storage goals, emergency storage capacity goals, pumping capacity goals, operating criteria, minimum level of redundancy in transmission assets, etc.

Deliverable(s):

- Draft memo summarizing performance and evaluation criteria
- Draft LOS goals memo for water system.
- Final figures and tables will be incorporated into the Draft Plan Report.

Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.

## 6.2 Develop Hydraulic Model

The Consultant will do the following:

- Develop a new hydraulic model using the City supplied and/or approved data provided in Tasks 2, 3, and 4. Hydraulic model will be developed in Infowater to allow for the use of model building, evaluation and analysis tools available in those products.
- Incorporate customer demand points in the model and assign customer demand points to the nearest model node. Synchronize customer demands into the model through the customer demand points. Note: That the links created will support incorporating base demands and time-varying demand pattern(s) for meters.
- Review the available smart meter data for various user types (e.g., single family, multi-family, office, grocery, boarding, industrial, warehouses, retail, schools, restaurant, etc.). Identify which user types should be assigned unique diurnal patterns in the model and which, if any, can share common diurnal patterns. The Consultant will incorporate diurnal patterns for each user type as agreed upon with the City.
- Incorporate the flushing points in the model and assign flushing points to applicable model nodes. Synchronize water-quality maintenance demands into the model through the flushing points.
- Assign other aggregated demands to water distribution nodes using the gpd/IDM method.
- Incorporate boundary conditions and controls into the model using the provided information.
- Assign elevation to water distribution system nodes using a digital elevation model. Elevations for nodes will be set to their grade elevations to provide consistency with the datum used for regulatory

minimum pressure requirements. Maintaining a consistent datum allows for direct comparison of model-calculated pressures to regulatory requirements without the need for grade adjustment.

### 6.3 Field Data Collection

The Consultant will collect data and perform tests to support model hydraulic calibration. As part of this task, the Consultant will perform the following:

- Request and review the recently collected hydrant flow test data and boundary condition information during this flow testing. Review the data and utilize for calibration and verification of the hydraulic model in Task 6.4.
- *If data gaps exist and additional Field Data Collection is needed in targeted areas of the system, Consultant may be engaged to develop a Field Data Collection Plan (FDCP) This effort is summarized as follows (This effort is not currently included in this scope of work):*
  - *Details associated with collection of WDS pressures using temporary data loggers as indicated below:*
    - *The installation locations of up to 8 pressure data loggers in the WDS.*
    - *The pressure data loggers will be installed the day before the hydrant flow testing begins and will be uninstalled immediately after the hydrant flow testing is completed.*
  - *Details associated with proposed hydrant flow tests as indicated below:*
    - *The general procedures and equipment to be used for conducting up to 20 hydrant flow tests over the course of 3 consecutive days.*
    - *The proposed locations of the pressure and flow hydrants associated with each hydrant flow test.*
  - *The City's high service pump station supervisory control and data acquisition (SCADA) data to be collected at the required reporting interval during the flow testing period.*
  - *The responsibilities of each party. The Project fee assumes the following responsibilities:*
    - *Develop and coordinate execution of the FDCP: Consultant*
    - *Provide, install, and uninstall up to 8 pressure data loggers: Consultant with assistance from the City.*
    - *Ensure manually closed water system interconnects are isolated immediately before performing the hydrant flow tests: City*
    - *At locations where interconnects cannot be manually closed, provide staff to monitor interconnect status and recorded data per the FDCP: City*
    - *Provide, install, and uninstall hydrant test equipment: City*
    - *Open/close water distribution system hydrants and valves: City*
    - *Provide requested SCADA data to Consultant within one week of completion of the field work: City*
    - *Download pressure logger data: Consultant*
  - *The schedule for execution of the FDCP.*
  - *The general procedures to be used for collecting the data.*
- *Electronically submit a draft Hydraulic FDCP in PDF format to the City for review and comment. (This effort is not currently included in this scope of work)*
- *Review the draft Hydraulic FDCP with the City at a schedule progress meeting. (This effort is not currently included in this scope of work)*
- *Update the FDCP based on the review comments and submit a final copy to the City. (This effort is not currently included in this scope of work)*

- *Execute the FDCP with the assistance of City. (This effort is not currently included in this scope of work)*

#### 6.4 Water System Hydraulic Model Calibration

Using the field data, The Consultant will calibrate the water system hydraulic model. As part of this sub-task, the Consultant will do the following:

- Process the field data.
- Create steady-state scenarios within the water system hydraulic model to replicate static and flowing conditions associated with each hydrant flow test.
  - Review the existing model with the City to document known areas where existing model calibration of current model is in question, pipe materials are not consistent, etc. for use in Calibration/Verification of new hydraulic model in Task 6.4.
- Calibrate the water system hydraulic model so that the model results reasonably match the collected field data. It is expected that the model will be calibrated by adjusting Hazen-Williams “C” Values. Minor spatial demand adjustments may be made if reasonable. No provisions are included in the Scope of Services to accommodate significant system operational anomalies (e.g., valves believed to be opened which are actually partially or fully closed, etc.) that would prevent the model from being calibrated by adjusting the Hazen-Williams “C” Values. If an area of the system is identified as problematic during calibration, the City will be notified immediately, asked to verify the statuses on valves identified by the Consultant, and be requested to report their findings to the Consultant. Should the Consultant need to perform additional field investigations and testing, those services would be performed under the contingency task.

#### 6.5 Existing Water System Evaluation and Recommended Improvements

Using the calibrated hydraulic model, the Consultant will evaluate the ability of the WDS to satisfy the City’s WDS performance evaluation criteria and recommend improvements to reasonably satisfy the City’s WDS performance evaluation criteria. The Consultant will evaluate the locations of closed valves used to establish if the High Service Zone boundary should be adjusted. Additionally, the Consultant will recommend appropriate pressure settings for future pressure-reducing valves as relevant or necessary.

The Consultant will create and execute the following water system model scenarios presented in *Table 1*. The Consultant will evaluate the hydraulic performance of the existing WDS using the WDS performance evaluation criteria and the results of scenarios. 2025 is assumed to be the baseline year of record but the City may elect another year if desired and selected after reviewing historical demand data.

Table 1 – Existing System Model Scenarios

Scenario	Topology Alternative	Demand Condition	Scenario Type
1A	Existing System	2025 Annual Average Daily Demand (AADD)	Steady-state (SS) Scenario
1B	Existing System	2025 Maximum Daily Demand (MDD) + Fire Flow (FF)	SS Scenario

Scenario	Topology Alternative	Demand Condition	Scenario Type
1C	Existing System	2025 Peak Hourly Demand (PHD)	SS Scenario
1E	Existing System	2025 AADD	Extended Period Simulation (EPS) Scenario
1D	Existing System	2025 MDD	Extended Period Simulation (EPS) Scenario

After reviewing the outputs from the Scenario 1 simulations, The City and Consultant review the evaluated scenarios for future conditions. Effort included in the Preliminary Consultant will create and execute the following water system model scenarios presented in *Table 2*. Using these scenarios, The Consultant will develop preliminary WDS improvements needed to satisfy the City’s WDS LOS goals to the extent practical.

Table 2 – Improved System Model Scenarios

Scenario	Topology Alternative	Demand Condition	Scenario Type
2A	Improved System (Near-term Improvements)	2025 MDD + FF	SS Scenario
2B	Improved System (Near-term Improvements)	2025 MDD	EPS Scenario
2C	Improved System (Near-term Improvements)	2025 AADD	EPS Scenario

The Consultant will develop draft figures and tables summarizing hydraulic model results, the proposed WDS improvements, and submit the draft figures and tables to the City for review and comments.

The Consultant will participate in a progress meeting, as part of *Task 1*, to discuss the submitted items and the City’s comments. Subsequently, the Consultant will finalize the hydraulic modeling effort and the proposed WDS improvements based on the City’s comments.

## 6.6 Future Water System Evaluation and Recommended Improvements

The Consultant will create the future scenarios presented in *Table 3*. This will require incorporating applicable active and committed CIPs discussed in *Task 3* and future demands developed as part of *Task 4*. Using these scenarios, the Consultant will develop preliminary WDS improvements needed to satisfy the City’s WDS LOS goals to the extent practical over the 15-year planning horizon.

Table 3 – Future Improved System Model Scenarios

Scenario	Topology Alternative	Demand Condition	Scenario Type
3A	Improved System (5-Yr Improvements)	2030 MDD + FF	SS Scenario
3B	Improved System (5-Yr Improvements)	2030 MDD	EPS Scenario
3C	Improved System (5-Yr Improvements)	2030 AADD	EPS Scenario
4A	Improved System (10-Yr Improvements)	2035 MDD + FF	SS Scenario
4B	Improved System (10-Yr Improvements)	2035 MDD	EPS Scenario
4C	Improved System (10-Yr Improvements)	2035 AADD	EPS Scenario
5A	Improved System (15-Yr Improvements)	2040 MDD + FF	SS Scenario
5B	Improved System (15-Yr Improvements)	2040 MDD	EPS Scenario
5C	Improved System (15-Yr Improvements)	2040 AADD	EPS Scenario

The Consultant will develop draft figures and tables summarizing hydraulic model results, the proposed WDS improvements, and submit the draft figures and tables to the City for review and comments. The results will include the 2040 demands that can be supplied to other PRWC members through the proposed interconnects.

The Consultant will participate in a progress meeting, as part of *Task 1*, to discuss the submitted items and the City's comments. Subsequently, they will finalize the hydraulic modeling effort and the proposed WDS improvements based on the City's comments.

Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.
- There are no significant system operational anomalies (e.g., valves believed to be opened which are actually partially or fully closed, etc.) in the water system that would prevent the model from being calibrated by adjusting the Hazen-Williams "C" Values. If an area of the system is identified as problematic during calibration, the City will be notified immediately, asked to verify the statuses on valves, and be requested to report back on the status of their findings. Should the Consultant need to perform additional field investigations and testing, those services would be performed under the performed under the Contingency Budget (Task 11).

## Task 7– Regulatory Consideration

The Consultant will summarize current and proposed regulations related to distribution system operations drinking water quality and listed MCLs. The Consultant will review the provided finished water quality monitoring results at the points of connection to the WDS and throughout the WDS. They will note the ability to comply with the regulatory limits, comment on any apparent trends and potential issues, and make recommendations regarding water quality treatment and practices.

### Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

### Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.

## Task 8 – Review of the City’s Water Distribution System Risk Analysis Tool

The Consultant will review the City’s existing distribution system risk analysis tools which are used to help determine and prioritize proposed improvements. This review workshop will review factors that may be incorporated into the Likelihood of Failure (LoF) and the Consequence of Failure (CoF) for each asset (pipe) within the WDS. The resulting analysis will guide the prioritization of rehabilitation and replacement projects based on risk.

The Likelihood of Failure (LoF) for each pipe segment will be based on agreed-upon scoring categories (e.g., material, age, break history). The Consequence of Failure (CoF) will be assessed using agreed-upon criteria (e.g., service interruptions, demand shortfalls, environmental impacts). Categories and their weighting factors for each will be established in collaboration with the City.

The Consultant will calculate the overall risk score for each pipe using an approach developed in coordination with the City. The methodology will integrate the LoF and CoF scores to reflect the relative risk of failure for each pipe.

The Consultant will group pipes into improvement phases based on geographic and operational considerations. A method for prioritizing these phases based on risk scores will be developed in collaboration with the City to ensure alignment with City goals and implementation strategies.

### Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

### Assumption(s):

- The City will provide the Consultant the data listed in the Information Needs Lists by the date requested.
- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in *Task 1*.

#### Task 9 – Asset Management

This task to provide a summary review of background and Water Resources' asset management efforts to date (on the distribution system), as well as to develop some discussion on resiliency.

- Objectives/goals
- Asset summary
- Asset Values
- Asset Evaluation
- Maintenance Expense History
- Service Lateral Review – leak/replacement history
- Meters (discussion of meter replacement history, technology employed and future goals); meter maintenance cost history
- Valves – replacement/maintenance cost history
- Mains – to include pipe life expectancy table with min/max/avg estimates. Leaks per 100 miles of pipe (to compare to rates in Utah Water Research Study); maintenance cost history. Evaluate cumulative replacement costs (required vs projected) over 50-year planning horizon (recognizing here that CIP is covering next 15-year period in 5-year increments).
- Resiliency – Review scenarios to identify and harden the distribution system against catastrophic impact. Scenarios to be reviewed include:
  - loss of water to UVMMC,
  - WTP goes off-line. Programmatic overview of existing/possible future interconnections with neighboring water providers.

#### Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

#### Assumption (s):

- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in Task 1.
- The Consultant will provide a sample spreadsheet to the City for review. The City can propose revisions to the spreadsheet so that it meets the City's needs. The spreadsheet will include each improvement, the implementation time frame for each improvement, the 2026 probable project cost for each improvement, an annual inflation factor, and a summary total annual cost by fiscal year throughout the 15-year planning horizon.

If desired, the City can add other internal projects/programs not considered in this project to the spreadsheet so that it can incorporate all of the City's annual water system costs.

## Task 10 – Capital Improvement Plan Development

The Consultant will develop a Capital Improvement Plan for the planning duration, sub-divided into three 5-year increments. The Capital Improvement Plan will summarize the improvement recommendations developed in the other tasks, the reasons the improvements are needed, conceptual level opinions of probable project costs, and a proposed implementation schedule.

### Deliverable(s):

- Draft figures and tables summarizing the above will be submitted to the City as part of this task. Final figures and tables will be incorporated into the Draft Plan Report.

### Assumption (s):

- The City and the Consultant will review and agree on needed updates to the draft figures and tables at a scheduled progress meeting included in Task 1.
- The Consultant will provide a sample spreadsheet to the City for review. The City can propose revisions to the spreadsheet so that it meets the City's needs. The spreadsheet will include each improvement, the implementation time frame for each improvement, the 2026 probable project cost for each improvement, an annual inflation factor, and a summary total annual cost by fiscal year throughout the 15-year planning horizon.
- If desired, the City can add other internal projects/programs not considered in this project to the spreadsheet so that it can incorporate all of the City's annual water system costs.

## Task 11 – Plan Report and Hydraulic Models

The Consultant will compile work performed in *Tasks 1 through 10* into a Plan Report to include an Executive Summary. The Consultant will also package the hydraulic models used for all analyses and evaluations into two files. One model file will only include current and active mains and connections. The other model file will be the Plan version with future mains, demands etc. The Consultant will submit a draft PDF copy of the report and review versions of the models to the City for review and comment. Subsequently, The Consultant will conduct a workshop, as part of *Task 1*, to discuss the City's comments. Following the workshop, the Consultant will finalize the Plan Report the hydraulic model files and submit a final PDF copy of the report and final electronic models to the City.

### *Report*

The report deliverable will be developed consistent with Tasks 8 and 9 of the SRF Step 1 Planning loan process and requirements. Report to include Sections 1-5 of the VTDEC Preliminary Engineering Report (PER) format.

PER 30% Submission - This 30% Draft Report will mainly summarize the project planning components, existing conditions and project need included in Tasks 2-4 of the scope of work referenced above. The report will be formatted consistent with sections 1-3 of the VTDEC Preliminary Engineering Report. Furnish Draft 30% Submission (sections 1-3) to, CLIENT and VTDEC within 90 days of receiving written

authorization to proceed from CLIENT. 45 Days of Client and VTDEC Review time have been carried in line with VTDEC guidance.

PER 60% Submission - This 60% Draft Report will mainly summarize the project alternatives evaluation and preferred alternative selection and recommendation. Report will be formatted consistent with sections 4-5 of the VTDEC Preliminary Engineering Report. Field reports will be included as an Appendix. As appropriate, the report will contain photographs, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the considerations involved and the recommended alternate improvement solutions at the WTP available to the City. Furnish Draft 60% Submission (sections 4-5) to, CLIENT and VTDEC within 180 days of receiving written authorization to proceed from CLIENT. 45 Days of Client and VTDEC Review time have been carried inline with VTDEC guidance. Furnish Final Compiled Draft Report (sections 1-5) to, and review it with, CLIENT within 255 days of receiving written authorization to proceed from CLIENT. Provide 2 hardcopies and an electronic copy in PDF format.

Address CLIENT's comments, as appropriate, and furnish the Final Compiled Report PER section 1-5 to CLIENT within 30 days of receiving comments from the CLIENT and VTDEC. Provide 2 hardcopies and an electronic copy in PDF format.

Exhibit B presents a tentative table of contents for the Plan Report. Please note that the actual table of contents may differ from that presented in Exhibit B and will be coordinated with the City. The purpose of providing the tentative table of contents is to establish a general expectation of the content to be included in the Plan.

Deliverable(s):

- Draft and final PDF copies of the 30% Preliminary Engineering Report.
- Draft and final PDF copies of the 60% Preliminary Engineering Report.
- Draft and final PDF copies of the Plan Report.
- Electronic review copies of the hydraulic models.
- Three hardcopies of the draft report and three hardcopies of the final report.
- Final electronic copies of the hydraulic models.

Assumption(s):

- The City and the Consultant will review and agree on needed updates to the Plan Report at the Draft Plan workshop included in *Task 1*.

Task 12 – Contingency Budget

A Contingency Budget (Task 12) is provided for additional services that the City may wish to authorize the Consultant to perform. For each additional service request, the City and the Consultant will agree on the lump sum fee associated with the additional service. The Consultant will only proceed with the additional service request after receiving written approval to do so from the City's Project Manager. No charges will be made to this task without written approval from the City's Project Manager.



### III. EXCLUSIONS AND MAJOR ASSUMPTIONS

The scope and fees included herein are based on the following exclusions and assumptions:

- The schedule proposed is based upon review times and other guidance provided by City.
- The City will provide the available information requested in Task 2 to Consultant as requested in the Information Needs List.
- The water supply analysis will be coordinated with Water Treatment Plant Improvements project. Effort related to future demand estimates developed as part of that effort will be used in this analysis.
- With the exception of the Plan, the City will review all submittals within 14 calendar days.
- The City will review the Draft Plan within 21 calendar days
- Field services other than those explicitly stated herein are not included in the project.
- Permitting services of any kind are not included in the project.
- Design phase services are not included in the project.
- Funding support services are not included in the project.

### IV. SCHEDULE

The Consultant will begin work immediately after receiving a fully executed contract and a Notice to Proceed. We expect to complete the Scope of Services within 12 months. The proposed schedule for these services is summarized in *Table 4*.

Table 4 – Project Schedule

Task	Estimated Completion after Notice to Proceed
1 – Project Administration and Meetings	12 months
2 – Existing Water System	2 months
3 – Existing Programs and Completed, Active, and Committed Capital Improvement Projects	3 months
4 – Historical and Projected Water Demands	3 months
Draft 30% PER	4 months
5 – Facility Planning Level Evaluations	7 months
6 – Hydraulic Modeling Water System Analysis	5 months
7 – Regulatory Consideration	6 months
8 – Review of Desktop Water Distribution System Risk Analysis	6 months
9 – Asset Management	9 months
10 – Capital Improvement Plan Development	9 months

Task	Estimated Completion after Notice to Proceed
Draft 60% PER	9 months
11 –Plan Report	12 months

## V. COMPENSATION

This AGREEMENT establishes a not-to-exceed cost for *Tasks 1 through 11* of \$ 449,000 . The not-to-exceed cost includes the Consultant’s fees associated with the *Tasks 1 through 11* described herein. *Table 5* presents the fees for Tasks 1 through 11 and the total contingency budget associated with Task 11. Work shall be billed on an hourly basis. The not-to-exceed values are for the total project. Any necessary changes between tasks can be requested and approved by the respective project managers. If the total value is expected to be insufficient, the team shall discuss next steps and if approved, the City will process a change order.

Table 5 – Project Fee

Task	Fee
1 – Project Administration and Meetings	\$ 57,000
2 – Existing Water System	\$ 30,000
3 – Existing Programs and Completed, Active, and Committed Capital Improvement Projects	\$ 7,000
4 – Historical and Projected Water Demands	\$ 23,000
5 – Facility Planning Level Evaluations	\$ 65,000
6 – Hydraulic Modeling Water System Analysis	\$ 97,000
7 – Regulatory Consideration	\$ 14,000
8 – Review of Desktop Water Distribution System Risk Analysis Tool	\$ 24,000
9 – Asset Management	\$ 70,000
10 – Capital Improvement Plan Development	\$ 22,000
11 –Plan Report	\$ 40,000
Total of Tasks 1 through 11	\$ 449,000
6.2 – Field Data Collection - Optional Task	\$ 45,000
12 – Contingency Budget	\$ 50,000
Total of Tasks 1 through 12	\$ 544,000

The Consultant will submit monthly invoices. The work associated with each task will be billed on a hourly basis. As discussed in Task 6.2 and Task 12, for each additional service request the City and the Consultant will agree on the total fee associated with the additional service. The Consultant will only proceed with the additional service request after receiving written approval to do so from the City's Project Manager. No charges will be made to this task without written approval from the City's Project Manager.

City of Burlington  
Department of Public Works  
Water Resources Division  
235 Penny Lane  
Burlington, VT 05401



Chapin Spencer  
Public Works Director

Megan J. Moir  
Division Director  
Water Resources

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## REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR WATER SYSTEM IMPROVEMENT PROJECTS

Date of Issuance: January 24, 2022

Issued by: City of Burlington Department of Public Works –  
Water Resources

Due Date for Questions: February 2, 2022

Due Date for Statement of Qualifications: February 14, 2022 at 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer  
[kkomorowski@burlingtonvt.gov](mailto:kkomorowski@burlingtonvt.gov)  
(802) 233-0022

## Request for Qualifications

### Engineering Services for Water System Improvement Projects

#### I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications for the qualifications-based procurement of engineering firms to assist with engineering tasks associated with a range of Water System Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to planning, preliminary engineering, design, process and construction-related services.

Some of the proposed Projects may be undertaken using loan financing from the Vermont Drinking Water State Revolving Fund (“DWSRF”) and that work shall be performed in accordance with the requirements of the DWSRF program and the regulations issued by such agencies and the State of Vermont.

#### II. Areas of Expertise

Qualified firms shall complete the Area of Expertise matrix (Attachment A) and demonstrate knowledge and experience in, but not limited to, one or more of the technical and financial topics below and as described herein.

##### A. Water Treatment and Processes

- a. Treatment Plant Pumping – raw, intermediate and finished
- b. Chemical addition – storage, pumping and controls
- c. Clarification
- d. Filtration
- e. Disinfection
- f. Fluoridation
- g. Corrosion control
- h. Plant process control and instrumentation
- i. Plant operations and troubleshooting
- j. Energy efficiency
- k. Existing water quality and potential future regulations, including emerging contaminants
- l. Security
- m. Emergency Response Plans
- n. Standard Operation Procedure Documentation
- o. Building Improvements
- p. Master Planning

## B. Distribution

- a. Hydraulics and modeling
- b. Distribution system rehabilitation and replacement projects
- c. Storage, both in-ground and elevated
- d. Distribution Pump stations
- e. Energy efficiency
- f. Master Planning

## C. Other

- a. Meter replacement
- b. Cross connection control
- c. Backflow prevention
- d. Architectural Services (for building improvements)
- e. Structural Engineering
- f. Vermont DWSRF program experience
- g. Public presentation experience

Examples of work to be completed under this on-call contract include, but are not limited to:

1. Reservoir pump house replacement construction and reservoir improvement project (See Attachment B for an example of a near term scope of work)
2. Raw water chemical Feed line replacement
3. Transmission line replacement/ rehabilitation

## III. Procurement Process

The SOQs will be evaluated and the firms ranked according to the qualifications presented in their SOQs and in any selection process interviews, if applicable, in accordance with V. Selection Process and VII. Criteria for Selection and Ranking. When the need for a project arises, the City will engage the top ranked consultant for the development of a scope of work and cost proposals, but may proceed to other qualified consultants if necessary due to unsatisfactory cost proposals or consultant availability.

This qualifications process will be valid for a period of 5 years, though work with a given consultant may continue past that time range for "continuing" projects.

## IV. Submission Requirements

Firms must submit three total files including two separate pdf files consisting of 1) an SOQ and 2) billing rates and the excel file for 3) Attachment A "Areas of Expertise."

1. SOQ. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQs must be compiled and submitted

electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications – Water System Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firm's technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization. Additional sub-consultants may also be added to specific projects at a later date, with City approval.
- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in projects relevant to the "Areas of Expertise", including the client, project scope, complexity, with a specific focus on similarities to the scope of the Reservoir Pump House Replacement Project described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

2. Billing Rate Sheet. Submit a list of billing rates for Calendar Year 2022, with maximum billing rates listed for 2023-2026.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work and cost estimates will be requested from the most qualified firm for specific projects.

3. Areas of Expertise Matrix. Submit the completed excel file indicating the areas for which your firm wishes to be considered for qualification and listing projects.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4:00 PM Monday, February 14, 2022. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's, Billing rate sheets and "Areas of Expertise" matrix must be submitted by e-mail as three separate files to:

Kate Komorowski  
Water Resources Engineer  
[kkomorowski@burlingtonvt.gov](mailto:kkomorowski@burlingtonvt.gov)

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications and Billing Rates – Water System Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ, billing rate sheet and completed "Areas of Expertise" by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Wednesday February 2. Responses to questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>) no later than February 4<sup>th</sup>. It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

#### **V. Selection Process**

A Selection Committee consisting of a minimum of three members of the City's Water Resource Division will evaluate the SOQs, performance data and other material submitted by interested firms and will determine which firms are qualified and then will rank those qualified firms, based on the City's technical opinion, according to each firm's qualifications to perform the desired services. If necessary, interviews with qualified firms will be conducted, which may include discussions regarding experience and project approach, but could delve into anticipated scopes of work. When the need for a specific project arises, the City will commence scope of services and cost negotiations with the most qualified firm, but may proceed to other ranked and qualified firms as necessary. Where there are clear distinctions and when in the best interested of the City, the City may rank firms qualifications separately for the two major areas of expertise (A. Water Treatment and Processes and B. Distribution). However, it is the City's intention to ideally identify the most qualified firm that has expertise across the two primary areas of expertise.

#### **VI. Criteria for Selection and Ranking**

The following criteria, as a minimum, will be used to evaluate and rank qualifications of firms submitting an SOQ.

Review Criteria	Weight	Maximum Points	Weighted Points
Experience of Proposed Staff with Similar Projects	6	5	30
Availability and Depth of Technical Qualifications of Proposed Staff	6	5	30
Knowledge of the Project Area/ Similar Project Area	4	5	20
Evidence of Ability to Meet Schedule and Budgets	2	5	10
Clarity and Quality of Statement of Qualifications	2	5	10
TOTAL			100

## VII. Terms and Conditions

Contracting. The consultant must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Attachment D in this RFQ). The certificate of insurance coverage shall be documented on forms acceptable to the City.

No contract shall be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council, if necessary, have been received and an agreement is executed by both parties.

Agreement Requirements. The selected firm shall be prepared to enter into agreements with the City. Depending on the funding sources of the work, the selected firm may be required to execute different contracts for different work. For work funded by the City, the selected firm must execute the City Main Contract and Work Assignment Contract (see Attachment C). For work funded by the State, the selected firm must execute a contract required by DWSRF based on the Engineers Joint Contract Documents Committee ("EJCDC")(see <https://www.ejcdc.org/>). The City will indicate to the selected firm the source of funding and the contract required for any work.

Any work performed using DWSRF funding shall be performed in accordance with all requirements of the DWSRF program and the regulations issued by such agencies and the State of Vermont. Supplementary conditions will be included to modify the EJCDC documents to comply with DWSRF and City requirements.

The City reserves the right to alter or amend any or all provisions in the project contract(s).

Limitations of Liability. The City assumes no responsibility or liability for the response to this Request for Proposals.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Indemnification. Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. The City reserves the right to reject any or all statements of qualification. The City reserves the right to re-advertise for additional statements of qualification and to extend the deadline for submission of the statements of qualification. This Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm or firms has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications. See Attachments E-G.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Ownership of Documents. Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a

different consultant/consultant team as benefits the City, to work with a firm(s) with demonstrated expertise in specific areas of water, or to extend any contract which results from this RFQ.

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

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq. See Attachment E.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq. See Attachment F.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90. See Attachment G.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

Public Records. Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release

consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

Public Health Emergencies. Respondents are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted for specific scopes of work.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Coronavirus (COVID-19), will be excusable, but will not be compensable.

**VI. Attachments:**

- A. Areas of Expertise Matrix (.xls file)
- B. Draft Scope of Work for Reservoir Pump Station Replacement Project
- C. Example of City Main Contract and Work Assignment Contract (for City funded work)
- D. Burlington Standard Contract Conditions
- E. Burlington Livable Wage Ordinance Certification
- F. Burlington Union Deterrence Ordinance Certification
- G. Burlington Outsourcing Ordinance Certification

## Attachment B: Draft Scope Narrative for Reservoir Pump Station Replacement Project

One of our first projects will be the design of a new reservoir pump station and various related improvements. This station, constructed in 1867, pumps into our high service system and fills two (2) elevated storage tanks. The project will include constructing a replacement station while maintaining the historic registry listed pump house located at 525 Main Street.

Our initial concept for a new station includes three (3) VFD-controlled vertical turbine pumps that will allow full utilization of our 14 foot deep reservoirs, separate rooms for electrical/HVAC and pumps, PLC/ touchscreen based pump controls, a new telemetry panel to relay operations data back to the water plant and a transfer switch to utilize our new 300 KW emergency generator. Given the close proximity of both stations, the new station may need to have architectural embellishments to keep a consistent appearance. Alternatively, a packaged pump station with custom siding may be acceptable. The 1867 station will need additional maintenance to keep it from falling into disrepair. That being the case, our plan is to mothball existing equipment and controls in such a way that it can be used as a backup should catastrophic failure occur at the new station. Additionally, the reservoir roof structure and landscaped berm north of the reservoir are in need of rehabilitation or replacement and additional security (video camera) upgrades are needed. It is anticipated this project will be funded utilizing the DWSRF. Project will be required to follow all DWSRF requirements, including but not limited to utilization of EJCDC Contract Documents.

As the City is preparing for a possible November 2022 bond vote to fund the project, a significant portion of the preliminary engineering and a planning level cost estimate will need to be completed by approximately July 15, 2022. It is anticipated that Final Design could occur over Winter 2022 – 2023 with construction beginning Summer of 2023.

**CITY OF BURLINGTON  
MAIN ON-CALL AGREEMENT  
FOR [TYPE OF SERVICE] SERVICES**

This Main On-Call Agreement (“Agreement”) is entered into by and between the City of Burlington (“City”), acting through its [Department], and [Contractor/Consultant’s Full Name] (“[Contractor/Consultant]”), a business authorized to do business in Vermont, with a principal place of business at [Address]. [Contractor/Consultant] and the City agree to the terms and conditions of this Agreement.

## 1. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement.
- B. **“Party”** means the City or [Contractor/Consultant] and “Parties” means both the City and [Contractor/Consultant].
- C. **“Pool [Contractor/Consultant]”** means a [Contractor/Consultant] selected and deemed qualified by the City to perform specified on-call technical assistance and who have executed Main On-Call Agreements with the City.
- D. **“Services”** means the [Types of Services].
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.
- D. **“Work”** means the services described in Section 4 of this Agreement (Scope of Work), along with the specifications contained in the Agreement Documents as defined in Section 8 (Attachments and Agreement Documents) below.

## 2. RECITALS

- A. **Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Background.** The City is in need of qualified [contractors/consultants] to be on-call to perform technical assistance for [Type of Services] services. The City—through a Request for Qualifications process—has identified qualified [contractors/consultants] that can provide such services. [Contractor/Consultant] has been identified as one of those qualified consultants. The City will enter into Main On-Call Service Agreements with each such

consultant and request proposals from those consultant for technical assistance in specified areas as needed.

- D. Purpose.** The purpose of this Agreement is to establish [Contractor/Consultant] as an on-call [contractor/consultant] eligible for being selected and awarded a Work Assignment Contract to perform necessary technical assistance. This Agreement only establishes the on-call eligibility of the [Contractor/Consultant]. Selection and assignment of specific work shall occur under a Work Assignment Contract as described in this Agreement.

### 3. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay [Contractor/Consultant] for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement and the Parties respective performance shall commence on the Effective Date and expire on [Date].

### 4. SCOPE OF WORK

- A. Designation.** [Contractor/Consultant] is hereby designated as a Pool [Contractor/Consultant] eligible for assignment of [Type of Work] work as set forth in Attachment A (Request for Qualifications dated [Date]). When a need for [Type of Work] services arises, the City may issue a request to the Consultant for a scope of work, schedule, list of deliverables, and proposed budget in accordance with Attachment E (On-Call Engineering Contract Process). Upon receipt of such request, Consultant shall submit a proposal containing all information requested by the City. If selected by the City, Consultant shall execute a Work Assignment Contract with the City to perform the selected services.
- B. Limitation.** This Agreement shall not obligate the City to assign work to [Contractor/Consultant], nor shall it obligate the City to limit the procurement of future contractual services for the areas specified in Attachment A (Request for Qualifications dated [Date]) to the Pool [Contractors/Consultants].

### 5. PAYMENT FOR SERVICES

- A. Contract Fee.** This Agreement only designates [Contractor/Consultant] as eligible for assignment of [Type of Work] work. The City shall only be liable for payment to [Contractor/Consultant] if [Contractor/Consultant] is selected to perform services and executes a Work Assignment Contract with the City. The terms of payment shall be limited to the Work Assignment Contract and the City shall not be liable for any costs or expenses not included in a properly executed Work Assignment Contract. If the [Contractor/Consultant] is selected to perform the designated work, the City shall pay the

[Contractor/Consultant] at the rates specified in the operative Work Assignment Contract(s). [Contractor/Consultant] agrees to accept these payments as full compensation for performance of all services and expenses under this Agreement. The City shall only execute Work Assignment Contracts for amounts that have been previously appropriated.

**B. Maximum Limiting Amount.** The total cumulative amount that may be paid to the [Contractor/Consultant] for all services and expenses under any Work Assignment Contract executed pursuant to this Agreement shall not exceed the maximum limiting amount of [Amount]. The City shall not be liable to [Contractor/Consultant] for any amount exceeding the maximum limiting amount without duly authorized written approval. If this Agreement is renewed or extended, the Parties shall execute an amendment to this Agreement which identifies the maximum limiting amount for the renewal term.

## 6. ORDER OF PRECEDENT

In the event of a conflict between an attachment and this Agreement, this Agreement will be controlling. In the event of a conflict between this Agreement and a subsequent Work Assignment Contract, this Agreement will be controlling.

## 7. [RESERVED]

## 8. ATTACHMENTS & AGREEMENT DOCUMENTS

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

The following documents constitute Agreement Documents and are adopted, incorporated by reference, and made part of this Agreement:

- A. Attachment A: Request for Qualifications dated [DATE]**
- B. Attachment B: Contractor's Response to Request for Qualifications dated [DATE]**
- C. Attachment C: Burlington Contractor Conditions**
- D. Attachment D: List of Qualified [Contractors/Consultants]**
- E. Attachment E: On-Call Engineering Contract Process**
- F. Attachment F\*: Burlington Livable Wage Ordinance Certification**
  - \*Note: Burlington Livable Wage Ordinance Certification must be annually renewed beginning on Effective Date.
- G. Attachment G: Burlington Outsourcing Ordinance Certification**
- H. Attachment H: Burlington Union Deterrence Ordinance Certification**
- I. Attachment I: [Contractor's/Consultant's] Certificate of Insurance**

—The remainder of this page is intentionally left blank. Signatures follow on the next page.—

**SIGNATURE PAGE**

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

**The Parties hereto have executed this Main On-Call Agreement**

**CONSULTANT**  
**[Insert Firm Name]**  
**[Insert Firm Address]**

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

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

**City of Burlington**  
**[Department]**

By: \_\_\_\_\_  
**[Department Head's Name]**  
**[Department Head's Title]**

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



**WORK ASSIGNMENT CONTRACT #** \_\_\_\_\_  
On-Call [e.g. Professional Engineering] Services  
[Title of Project]

This Work Assignment Contract (“Contract”) is entered into by and between the City of Burlington (“City”), acting through its Department of Public Works, and \_\_\_\_\_ (“Consultant”), a business authorized to do business in Vermont, with a principal place of business at \_\_\_\_\_. Consultant and the City agree to the terms and conditions of this Agreement.

**1. RECITALS**

- A. Authority.** Authority to enter into this Contract exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Background.** The City and Consultant entered into a Main On-Call Agreement dated \_\_\_\_\_, which established Consultant as an on-call consultant eligible to be selected and awarded a Work Assignment Contract. Pursuant to that Agreement, Consultant has been selected to perform the services described in this Contract.
- D. Purpose.** The City seeks to employ the Contractor to perform the technical assistance services described in this Contract pursuant to the Agreement.

**2. EFFECTIVE DATE AND TERM**

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Contract and the Parties respective performance shall commence on the Effective Date and expire on June 30, 2019.

**3. DEFINITIONS**

- A. “Agreement”** means the Main On-Call Agreement executed between the City and Consultant on \_\_\_\_\_, which governs this Contract and is attached hereto as Attachment D.
- B. “Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement.
- C. “Party”** means the City or Consultant and “Parties” means both the City and Consultant.

#### 4. SCOPE OF WORK

The Consultant shall provide all services set forth in the Scope of Services, attached hereto as Attachment A. In addition to Attachment A, Consultant shall comply with the following conditions:

[REDACTED]

#### 5. PAYMENT FOR SERVICES

**A. Contract Fee.** The City shall pay Consultant at the rates specified in Attachment B for completion of the services specified in the Scope of Work attached as Attachment A. Consultant agrees to accept this payment as full compensation for performance of all services and expenses (including those of sub-consultants, if any) under this Contract.

**B. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses (including those of sub-consultants, if any) shall not exceed the maximum limiting amount of \$ [REDACTED] without duly authorized written approval by the City.

**C. Invoices.** Consultant shall submit on copy of each invoice and backup documentation for expenses to the following:

[Contact info]

Consultant shall not be entitled to payment under this Contract without providing an invoice and sufficient backup documentation for expenses.

#### 6. ATTACHMENTS

The following attachments are adopted, incorporated by reference, and made part of this Contract.

- A. Attachment A:** Scope of Work
- B. Attachment B:** Consultant Schedule of Fees
- C. Attachment C:** Burlington Standard Contract Conditions
- D. Attachment D:** Main On-Call Agreement with attachments
- E. Attachment E:** City's Livable Wage Ordinance Certificate
- F. Attachment F:** City's Outsourcing Ordinance Certificate
- G. Attachment G:** City's Union Deterrence Ordinance Certificate

#### 7. ORDER OF PRECEDENT

In the event of a conflict between an attachment and this Contract, such conflict shall be resolved by reference to the documents in the following order of priority:

1. Attachment D: Main On-Call Agreement

- 2. Work Assignment Contract
- 3. Attachment C: Burlington Standard Contract Conditions
- 4. Attachment E-G: Ordinances and Certificates
- 5. Attachment A: Scope of Work
- 6. Attachment B: Consultant Schedule of Fees

**8. SIGNATURE PAGE**

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

**The Parties hereto have executed this Work Assignment Contract**

<p><b>CONSULTANT</b></p> <p>By: _____ Name, Title, Signature</p> <p>Date: _____</p>
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<p><b>City of Burlington Department of Public Works</b></p> <p>By: _____ Chapin Spencer Director of Public Works</p> <p>Date: _____</p>
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**BURLINGTON STANDARD CONTRACT CONDITIONS  
FOR CONSULTANTS**

**1. DEFINITIONS:**

- A. The “Contract” shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
- B. The “Consultant” shall mean \_\_\_\_\_.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Consultant, as provided in the Contract.

**2. REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State’s office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

**3. INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker’s compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant’s actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

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

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

**A. General Liability And Property Damage:** With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant’s responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

**B. Workers' Compensation:** With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

**C. Professional Liability Insurance:**

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
  - (a) \$3,000,000 - Annual Aggregate
  - (b) \$2,000,000 - Per Occurrence
2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

**E. Valuable Papers And Records Insurance:** The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

**F. Umbrella Liability:**

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit

**4. CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.

**5. PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

**6. PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the

City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Consultant for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.
10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.
11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work

for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

- 12. REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

- 13. PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

- 14. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

**15. APPEARANCES:**

- A. Hearings and Conferences:** The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify,

explain and defend its contractual services covered under the Contract.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

- 16. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

**17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.

**18. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

**19. CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

**20. EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

**21. PUBLIC HEALTH EMERGENCY:**

**A. Compliance with Mandates and Guidance:** The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

**B. Creation of Public Health Emergency Plan:** For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City.

The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
  - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
  - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
  - iii. A schedule for possible updates to the plan as standards and mandates change; and
  - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
  - i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
  - ii. The City shall have sole discretion to require changes to the plan.
  - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

**C. Enforcement & Stoppage of Work**: Consultant fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Consultant has adequately corrected its failure to comply with the above.

If Consultant's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

**D. City Liability Relating to Potential Delays**: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

**22. FORCE MAJEURE**: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other

circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

**23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

**24. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

- 25. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

**31. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

**32. SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the [Head of Department] shall act as referee on all questions arising under the terms of the Contract and that the decision of the [Head of Department] in such cases shall be binding upon both Parties.

**33. CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:

**A. Termination for Convenience:** At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

**B. Termination for Cause:**

i. **Breach:** Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**34. GENERAL COMPLIANCE WITH LAWS:** The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

**35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance

of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

**36. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

**37. TAX REQUIREMENTS:** By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

**38. INDEMNIFICATION:**

**A. Indemnification by Consultant:** Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.

**B. Notice of Claims & City's Right to Participate:** If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

**39. NO GIFTS OR GRATUITIES:** The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

**40. ASSIGNMENT:** Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

**41. TRANSFERS, SUBLETTING, ETC:** The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

**42. CONTINUING OBLIGATIONS:** The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

**43. INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

**44. ARM'S LENGTH:** This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

**45. RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

**46. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

**47. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

**48. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

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

**50. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

**51. APPENDICES:** The City may attach to these conditions appendices containing various forms

and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

**52. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

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

## ARTICLE VI. LIVABLE WAGES<sup>1</sup>

### 21-80 Findings and purpose.

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In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

### 21-81 Definitions.

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As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

## **21-82 Livable wages required.**

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(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-four cents (\$13.94) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (\$15.83) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

### **21-83 Applicability.**

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(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-84 Enforcement.**

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(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

### **21-85 Other provisions.**

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(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-86 Exemptions.**

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An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;  
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-87 Severability.**

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If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-88 Annual reporting.**

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On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;  
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

**21-89 Effective date.**

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The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("the Contractor") in connection with a contract for \_\_\_\_\_ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date \_\_\_\_\_ By: Contractor \_\_\_\_\_

Subscribed and sworn to before me:

Date \_\_\_\_\_ Notary \_\_\_\_\_

## ARTICLE VIII. UNION DETERRENCE

### 21-100 Policy.

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It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

### 21-101 Definitions.

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(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

### **21-102 Implementation.**

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- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
  - 2) Advertises union deterrence services as specialty services;
  - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

### **21-103 Enforcement.**

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- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

### **21-104—21-110 Reserved.**

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

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(Contractor) and in connection with \_\_\_\_\_ (City  
contract/project/grant), hereby certify under oath that \_\_\_\_\_  
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will  
it over the life of the contract advertise or provide union deterrence services in violation of the  
City's union deterrence ordinance.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Duly Authorized Agent

## ARTICLE VII. OUTSOURCING

### 21-90 Policy.

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It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

### 21-91 Definitions.

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(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

### 21-92 Implementation.

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(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

### 21-93 Exemption.

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An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

**21-94 Enforcement.**

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(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

**21-95—21-99 Reserved.**

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

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

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

**Resolution Relating to**

**RESOLUTION \_\_\_\_\_**

AUTHORIZATION FOR UP TO \$650,000 STEP I  
LOAN FROM VERMONT DRINKING WATER  
STATE REVOLVING FUND, FOR AN ENGINEERING  
CONTRACT WITH WRIGHT-PIERCE FOR WATER  
TREATMENT FACILITIES IMPROVEMENT PLAN

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

**CITY OF BURLINGTON**

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

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

- 1 That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (“DWSRF”) provides loans
- 2 for planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal drinking
- 3 water system projects; and
- 4 WHEREAS, the City’s Water Treatment Facility was last upgraded in 1984 and is in need of both
- 5 infrastructure replacement and modernization to ensure the provision of amply supplied and clean, safe
- 6 drinking water; and
- 7 WHEREAS, the City has determined that a Water Treatment Facility Improvements Plan (the “Plan”);
- 8 is a critical component to the City’s larger planning efforts and the Water Resources update of the 15-year
- 9 Drinking Water Capital Plan and related financial planning; and
- 10 WHEREAS, the initial phase of the Plan is completion of Phase I (60%) of a Preliminary Engineering
- 11 Report (“PER”) to study the facilities needs and identify upgrade alternatives in support of developing a
- 12 Facility Improvement Plan (the “Project”); and
- 13 WHEREAS, the City expects that a future, final phase of the PER will select the project alternatives
- 14 and provide preliminary cost estimates in order to finalize the Plan; and
- 15 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
- 16 the State and selected Wright Pierce as the most qualified contractor for the engineering of this Project; and
- 17 WHEREAS, the Project is estimated to require a total contract authorization of up to \$650,000 with
- 18 Wright Pierce; and
- 19 WHEREAS, the Project is eligible for a Step I State of Vermont DWSRF Planning Loan of up to
- 20 \$650,000; and
- 21 WHEREAS, the standard DWSRF Loan terms for projects of this type are up to 10 years at 0%
- 22 interest; and
- 23 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
- 24 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that

**Resolution Relating to**

**AUTHORIZATION FOR UP TO \$650,000 STEP I LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR WATER TREATMENT FACILITIES IMPROVEMENT PLAN**

25 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the  
26 project for which the planning loans are used; and

27 WHEREAS, the City intends to seek future voter approval to incur indebtedness in connection with the  
28 Plan and the Water Distribution and Storage System Improvement Plan;

29 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public  
30 Works, or his designee, to complete the Step I Loan Application for Revolving Loan Funds under 24 V.S.A.  
31 Chapter 120 and to apply to the Vermont DWSRF and Vermont Municipal Bond Bank (the “Bank”) for the  
32 financing of a loan in a principal amount not to exceed \$650,000 (the “Loan”) subject to final review and  
33 approval by the Chief Administrative Officer and Director of Finance; and

34 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to  
35 execute an Engineering Services Agreement with Wright Pierce for preliminary engineering for a total  
36 authorized expenditure not to exceed \$650,000, subject to review and approval by the City Attorney’s Office;  
37 and

38 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative  
39 Officer, Director of Finance, and Assistant Director of Finance (the “Authorized Officers”), individually or  
40 collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the  
41 repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to  
42 exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan,  
43 in such form and with such terms as they deem necessary and in the City’s best interest; and (iv) such other  
44 documents and instruments necessary or convenient in connection with the Loan, all subject to the prior  
45 review and approval of legal counsel; and

46 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an  
47 alternate authorized representatives of the Project with authority to execute administrative or reimbursement  
48 documents, and other ancillary documents other than the loan application or loan agreements: Department of  
49 Public Works Water Resources Division Director, Megan Moir.

50  
51

52 *TM/Resolutions 2026/Authorization for Up To \$650,000 Step I Loan From Vermont Drinking Water State Revolving Fund, for an Engineering*  
53 *Contract With Wright-Pierce For Water Treatment Facilities Improvement Plan*

54 1/8/26

**Resolution Relating to**

**RESOLUTION \_\_\_\_\_**

AUTHORIZATION FOR UP TO \$544,000 STEP I  
LOAN FROM VERMONT DRINKING WATER  
STATE REVOLVING FUND, FOR AN ENGINEERING  
CONTRACT WITH WRIGHT-PIERCE FOR WATER  
DISTRIBUTION AND STORAGE SYSTEM  
IMPROVEMENTS PLAN

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

**CITY OF BURLINGTON**

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

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

1 That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (“DWSRF”) provides loans for  
2 planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal drinking water  
3 system projects; and

4 WHEREAS, in the last ten years the City has dramatically increased its investment in water main  
5 replacement with projects selected primarily based on break history and overlap with transportation projects; and

6 WHEREAS, to ensure the supply of ample, clean, safe drinking water to all portions of the City via the  
7 distribution and storage network, including those where housing growth is anticipated, a more comprehensive  
8 system-wide evaluation, including updated hydraulic model, is needed; and

9 WHEREAS, the City has determined that a Water Distribution and Storage Systems Improvements Plan  
10 (the “Plan”) is a critical component to the City’s larger planning efforts and the Water Resources update of the 15-  
11 year Drinking Water Capital Plan and related financial planning; and

12 WHEREAS, the initial phase of the Plan is completion of a Preliminary Engineering Report (“PER”)  
13 including efforts to identify water supply demand needs, update the City’s hydraulic model, review asset  
14 management data, identify replacement and capacity improvements needs, develop cost estimates and prioritize  
15 such improvements for the next 15 years (the “Project”); and

16 WHEREAS, the City has followed a competitive qualifications-based procurement process required by the  
17 State and selected Wright Pierce as the most qualified contractor for the engineering of this Project; and

18 WHEREAS, the Project is estimated to require a total contract authorization of up to \$544,000 with Wright  
19 Pierce; and

20 WHEREAS, the Project is eligible for a Step I State of Vermont DWSRF Planning Loan of up to \$544,000;  
21 and

22 WHEREAS, the standard DWSRF Loan terms for projects of this type are up to 10 years at 0% interest;  
23 and

**Resolution Relating to**

**AUTHORIZATION FOR UP TO \$544,000 STEP I LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR WATER DISTRIBUTION AND STORAGE SYSTEM IMPROVEMENTS PLAN**

24 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on  
25 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such  
26 debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for  
27 which the planning loans are used; and

28 WHEREAS, the City intends to seek future voter approval to incur indebtedness in connection with the  
29 Plan and the Water Treatment Facility Improvement Plan;

30 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or  
31 his designee, to complete the Step I Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and  
32 to apply to the Vermont DWSRF and Vermont Municipal Bond Bank (the “Bank”) for the financing of a loan in a  
33 principal amount not to exceed \$544,000 (the “Loan”) subject to final review and approval by the Chief  
34 Administrative Officer and Director of Finance; and

35 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute an  
36 Engineering Services Agreement with Wright Pierce for preliminary engineering for a total authorized expenditure  
37 not to exceed \$544,000, subject to review and approval by the City Attorney’s Office; and

38 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer,  
39 Director of Finance, and Assistant Director of Finance (the “Authorized Officers”), individually or collectively, to  
40 execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or  
41 more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents  
42 and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem  
43 necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or convenient in  
44 connection with the Loan, all subject to the prior review and approval of legal counsel; and

45 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an  
46 alternate authorized representatives of the Project with authority to execute administrative or reimbursement  
47 documents, and other ancillary documents other than the loan application or loan agreements: Department of Public  
48 Works Water Resources Division Director, Megan Moir.

49  
50  
51 *TM/Resolutions 2026/Authorization for Up to \$544,000 Step I Loan From Vermont Drinking Water State Revolving Fund, for an Engineering*  
52 *Contract With Wright-Pierce for Water Distribution and Storage System Improvements Plan*  
53 1/8/26

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

Megan Moir/Emily Pierisak/Rocky

Department: DPW-Water Resources      Submitter: Vogler  
2026 Drinking Water Strategic Planning and Associated Step I DWSRF Loan  
 Title/Subject: Applications

	Approval:	Meeting Date:
<input checked="" type="checkbox"/>	Board of Finance	1/12/2026
<input checked="" type="checkbox"/>	City Council	1/20/2026
<input type="checkbox"/>	Concurrent	Click or tap to enter a date.

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

**Signoffs Received**

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/5/2026	Chapin Spencer
Mayor’s Office informed and approved memo	Yes	1/7/2026	Erin Jacobsen
Board/Commission, if required			
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/6/2026	Erik Ramakrishnan and Kathy Zhou (PFC) for the resolutions
CAO has reviewed budget, financing, and memo	Yes	1/6/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

**Materials Included**

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	
Additional Materials, if necessary	Yes	Attachments
Draft Resolution or Motion?	Yes	
If for submission to Council, are sponsors identified?	Yes	Board of Finance



# Office of Mayor Emma Mulvaney-Stanak

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

## MEMORANDUM

**To:** Board of Finance  
City Council

**From:** Mayor Emma Mulvaney-Stanak  
Jen Monroe Zakaras, Deputy Chief of Staff to the Mayor

**Date:** January 12, 2026

**Subject:** Unassigned Fund Balance Request for Turning Point Center FY25 Annual Payment

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This memo outlines a request for approval for a Fiscal Year (FY) 2026 budget adjustment and a payment to a Regional Program from the Unassigned Fund Balance.

### Background

Since FY14, the City of Burlington has made an annual payment through a Regional Programs appropriation to the Turning Point Center of Chittenden County (Turning Point Center) for their work to support Burlington residents in recovery for substance and/or alcohol addiction. In FY23, the prior Mayoral Administration and City Council approved an increase in the Regional Programs appropriation to the Turning Point Center from \$4,500 to \$17,450. This increased payment was intended to more fully capture a proportional commitment from the City for Turning Point Center programming that supports Burlington residents.

During the budget process for FY25, and efforts to close the \$14 million budget gap at that time, the \$17,450 appropriation for Turning Point Center did not make it into the Regional Programs budget. Due to a breakdown in communications, the Turning Point Center was not informed of this change and thus anticipated the payment, including it in their budget for the 2025 fiscal year. This issue came to light when Turning Point submitted an invoice to the City for the \$17,450 payment in the fall of 2025.

The City acknowledges that the Turning Point Center plays a vital role in the City's community health response, and a gap of this magnitude in their modest annual budget creates a strain on the organization, particularly in this difficult funding climate at the local, state, and federal levels. The City would like to honor the long partnership with the Turning Point Center and satisfy this anticipated 2025 annual payment. To avoid communication lapses in the future, the City will continue working with the City Council through the CDNR Committee and in the FY27 budgeting process to create clarity and standardization around expenditures of City funds for community organizations. The City will then provide clear communication to organizations who received grant funding in prior fiscal years about the availability of any funds--and where funds are available, about the City's grant funding process.

### Request

The Mayor's Office respectfully requests that the Board of Finance and City Council approve the adjustment to the FY26 budget and a payment to the Turning Point Center of Chittenden County in the amount of \$17,450 out of the Unassigned Fund Balance. There are no sufficient funding options (including from opioid settlement funds) to satisfy the payment, hence the rare request to draw from the Unassigned Fund Balance.

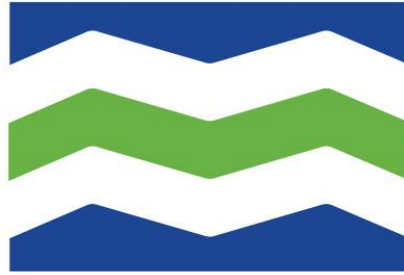
## **Motions**

### Board of Finance

To approve and recommend that the City Council authorize the adjustment to the FY26 budget and a payment to the Turning Point Center of Chittenden County in the amount of \$17,450 out of the Unassigned Fund Balance.

### City Council

To authorize the adjustment of the FY26 budget and a payment to the Turning Point Center of Chittenden County in the amount of \$17,450 out of the Unassigned Fund Balance.



# **FY27 General Fund Budget Update Board of Finance**

January 12, 2026



# Context

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- Initial presentation at December 15, 2025 meeting
- Estimated \$10-12M gap at that time, working to finalize details, no change at this time
- This gap arrived at by:
  - Starting with FY26 personnel budget and adding increases required by our union contracts and personnel police manual – especially **recently ratified police (4.75% increase) and fire (7% increase) contracts**
  - Using estimate for health insurance increases
  - Level funding or decreasing operational costs with exception of urgent investment in replacement vehicles needed for police & fire
  - Conservative initial budget for revenues, including gross receipts, based on recent trends in region over last two years



# New Information

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- Started with FY26 personnel budget of \$73M
- Departments recently provided updated information
- **FY27 current estimate is \$78.5M (increase of 7.5%)**
- This is in line with expectations
- Still includes estimates for health insurance & worker's comp
- Now working with departments to update and verify FY27 more exact revenue and operational expense estimates

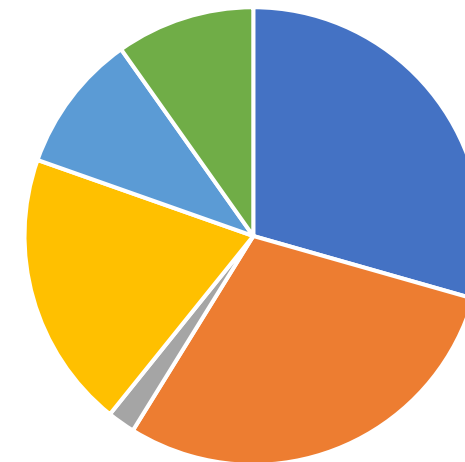


# Structuring the Solution

A gap of \$10-12M in City budget of \$107M is approximately 10% and will **require a balanced, multi-pronged approach:**

- Raise Police & Fire Property Tax
- Reduce Government Expenses
- Deploy Voluntary Furlough
- Utilize One-Time Revenue
- Enhance Collections
- Sell City Property Strategically

A Balanced, Multi-Pronged Approach



- Raise Police & Fire Property Tax
- Reduce Government Expenses by 5-10%
- Deploy Voluntary Furlough
- Utilize One-Time Revenue
- Enhance Collections
- Sell City Property Strategically



# Raise Police & Fire Property Tax

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- One option we intend to pursue is **\$.05 increase to police & fire tax**
- **Would raise about \$3M toward projected gap**
- Overall expected increase to compensation and benefits for FY27 for police & fire (excluding retirement which is covered by dedicated tax) is **\$3.05M**
- Current police & fire tax projected to raise \$6.4M this year
- In contrast the budgets for those departments are \$39.1M
- Police & fire tax only raises 16% of costs for the services
- Further details provided in December presentation
- **Must be approved by City Council to put on ballot by end of January**



# Reducing Government Expenses by 5-10%

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- Every General Fund department worked with staff to provide ideas for cutting 5% and 10% of its net draw on the general fund, including Police and Fire Departments
- Proposals include mix of delaying hiring, not filling vacant positions, and reduction of City services and staff and **could total \$2-3M.**
- Currently discussing details with department heads and after that and further consultation with unions, the administration will further engage City Council.



# Voluntary Furlough

---

- Discussed possible voluntary furlough program with AFSCME and City employees paid by general fund sources (police & fire would not be eligible) and sent out survey to gauge initial interest.
- 25% response rate of eligible participants
- 54% did want to participate in some form
- 46% did not want to participate
- For those who did want to participate, if we assume that all respondents participate estimate **\$100-\$190K in savings**
- Sending out follow-up survey to gather more information



# Voluntary Early Retirement

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- Discussed possible voluntary early retirement program with AFSCME and City employees (police & fire would not be eligible) and sent out survey to gauge initial interest.
- 23 people responded indicating interest in retiring by 7/1/26
- 74% said they were already planning to retire within 5 years
- Based on this data **the model shows that the City would lose money** if this program were offered so no longer pursuing this option.



# Increasing One-Time Revenue

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- Per FY24 audit City has \$6.15M in unassigned fund balance (7.2% of operating expenses) and our policy is to keep 5-15% in reserve to ensure good fiscal stewardship of the City so taking money from this source is not a viable solution this year
- Exploring appropriate use of dedicated tax balances that have been recently discovered left over from long previous years.  
**Current rough early estimate of \$2M.**
- Discussing with City Attorney and City's external auditor to further refine amount and confirm feasibility



# Enhancing Collection

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- Following COVID, due to lack of staff capacity and consistency in approach to collections across the City, there is excess overdue revenue in a variety areas (e.g. parking tickets, ambulance fees, building permits)
- Discussing with City Attorney and City's external auditor to further refine amount that could be collected and resources needed to move forward. **Current estimate of \$1M collectible.**



# Selling Strategic City Property

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## Criteria Used to Evaluate City Owned Properties

- Does the sale require subdivision?
  - No – Low Difficulty
  - Yes – Moderate to High Difficulty
- Is a rezoning required?
  - No – Low Difficulty
  - Yes – Moderate to High Difficulty
- Is a development agreement likely necessary?
  - No – Low Difficulty
  - Yes – Moderate to High Difficulty
- Does property have strategic value as something other than development?
  - Yes – Do Not Sell
  - No – Sell
- Does administrative complexity/lift outweigh revenue opportunity?
  - Yes – Do Not Sell
  - No -Sell



# Selling Strategic City Property

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- When weighed against the criteria, the City is looking at properties that fall under **“Sell – Low Difficulty”**.
- Properties evaluated are vacant or currently used for parking – they do not have buildings but could be repurposed to create **40 or more new housing units**.
- If sold, would create an **infusion of one-time revenue for the FY27 budget as well as an ongoing stream of revenue** through generating new property taxes. Much work to be done to assess opportunities but using **\$500K-\$1M** as working estimate.



# Possible Early Solution

Solution	Amount
Increase Police & Fire Property Tax \$.05	\$ 3M
Reduce Government Expenses 5-10%	\$ 3M
Create Voluntary Furlough Program	\$ 0.2M
Utilize One-Time Revenues	\$ 2M
Enhance Collections	\$ 1M
Sale of City Property	\$ 1M
<b>Total</b>	<b>\$ 10.2M</b>

As stated previously, numbers are preliminary and this is just an initial look at one way we could choose to structure the solution.



# Timeline and Next Steps

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- Each possible solution has its own timeline
- Police & fire tax requires voter approval and must be approved by City Council no later than Jan 26 to appear on Town Meeting Day ballot so is most time-sensitive
- Further engagement with city unions, city employees, and city councilors will take place in February and March ahead of Mayor's budget presentations in April.
- Every department's budget will be presented in detail in April (Budget Nights) - one month early than recent practice – to allow more time for Council and public deliberations ahead of June final vote



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# Questions and Discussion

# Reclassification Request Form

## Personnel Information Questionnaire

The purpose of this form is to solicit information which will be used to determine whether a position is appropriately classified due to a significant change in the duties, responsibilities on a permanent basis and/or qualification requirements that are not part of the current job duties as a result of changes in workload demands, expansion of responsibilities, reorganization, or efficiencies, etc. Human Resources will review this reclassification request form and determine if a reclassification review is warranted. Per policy, a review may result in a higher, lower, or the same grade.

This process follows the procedures outlined in the AFSCME Collective Bargaining Agreement and Personnel Policy Manual is intended to ensure positions are properly classified in accordance with job content, not individual performance.

**Instructions: complete the following sections and attached any necessary documents**

A complete reclassification request must include the following:

Submitter	Required Items
<b>Employee</b>	<ul style="list-style-type: none"> <li>• Completed and signed form</li> <li>• Supporting documentation (optional, e.g., examples of changed duties)</li> </ul>
<b>Manager</b>	<ul style="list-style-type: none"> <li>• Completed and signed form</li> <li>• Updated position description (using <i>Track Changes in Word</i>)</li> <li>• Supporting rationale or organizational chart (if applicable)</li> </ul>

**Submission:**

All materials should be sent to Human Resources, who will review the request to determine whether a reclassification study is warranted under the AFSCME CBA or Personnel Policy Manual.

**Section 1: Current Position Information and Responsibilities**

1. Current Employee Name or Vacant: \_\_\_\_\_
2. Department and Division: \_\_\_\_\_
3. Manager's Name: \_\_\_\_\_
4. Current Grade and Title: \_\_\_\_\_
5. How many employees hold this role: \_\_\_\_\_
6. If associated with a union, which one? \_\_\_\_\_

**Section 2: Current Job Descriptions**

List in order of importance, three or four of the major current functions or responsibilities of your job. A couple of descriptive words or a short sentence is enough. Estimate the approximate percent of your time spent on each of the duties you perform. Keep in mind that some jobs operate in annual cycles, so you might wish to calculate your percentages from an annual basis (e.g., 10% of your work per year is allocated to the preparation of the annual budget projections or snow plowing, plant maintenance, while 20% is in budget generation and 10% in audit functions, etc.). If your job has a daily routine which does not change significantly, calculate the percentage on a daily basis (e.g., 25% of you day involves maintenance or administrative work, 10% filing, cleaning the shop etc.).

Percent of Time	Frequency the task is perform (daily, weekly, monthly, quarterly, yearly)	Responsibility or Function (in order of importance)

**Section 3: Changes to Duties and Responsibilities**

Outline the new or changed duties that may warrant a review of the position’s classification. Include factors such as increased complexity, new technical or supervisory responsibilities, or specialized knowledge. In addition, identify duties and/or responsibilities that have been eliminated or reassigned.

Percent of Time	Frequency the task is perform (daily, weekly, monthly, quarterly, yearly)	Responsibility or Function (in order of importance)	Are these duties new or reassigned from another position(s)*

\*If you answered “yes”, duties have been reassigned from another position, please identify that position title here.

Has the current employee performed the above duties and responsibilities as assigned by their manager for at least six months? Yes No

Will the above duties and responsibilities stay with the position indefinitely (i.e., even if the current employee leaves the position?) Yes No

Describe why it is necessary to assign this work to this position (i.e., indicate why other positions cannot perform the work):

**Section 4: Service and/or Fiscal Impact**

If these tasks are not performed (or are eliminated), what would be the impact on service delivery or operations?

**Section 5: Additional information to be considered. Please provide any other relevant details to support this request:**

**Section 6: Review and Approval Signatures**

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Employee Name, Signature and Date

(An incomplete form will be returned to the individual before Human Resources can review it)

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Manager Name, Signature and Date

**Section 7: HR Use Only**

(To be completed by HR after initial review)

<b>Review Step</b>	<b>Date</b>	<b>Reviewer</b>	<b>Notes</b>
Request Received			
Initial Review Complete			
Classification Study Required	Yes No		
Reclassification Determination			
Effective Date (if applicable)			