



Vehicle for Hire Licensing Board

Wednesday, February 11, 2026, 5:30 PM, Sharon Bushor Room at the City Hall

Join Zoom Meeting

<https://zoom.us/j/91880741969?pwd=NYiJ8qaYKoQpbbfiagxJpNhOkGTgKF.1>

View meeting insights with Zoom AI Companion

<https://zoom.us/launch/edl?muid=fff66529-6047-4b7e-8fa9-8b8f557b76ea>

Meeting ID: 918 8074 1969

Passcode: 944603

One tap mobile

+13052241968,,91880741969#,,,,*944603# US

+13092053325,,91880741969#,,,,*944603# US

Join instructions

https://zoom.us/meetings/91880741969/invitations?signature=CYW_OOGhNrlHbhBNrfA0KXEZ8LqgKiSk-smJs0NOKIU

1. Agenda

1.1. Motion to amend/adopt agenda

2. Introductions

2.1. New Board Member

3. Previous Minutes

3.1. Approval of Previous Minutes from 07/09/2025 Meeting

| File Attachments | |
|---------------------------|----------------------------|
| 1. Minutes 07.09.25 Draft | Minutes 07.09.25 Draft.pdf |

4. Public Forum

4.1. PUBLIC FORUM - Verbal Comments

5. Airport TNC Agreement

5.1. Request to authorize the Patrick Leahy Burlington International Airport to increase rates associated with Transportation Network Companies

| File Attachments | |
|--------------------------------|---------------------------------|
| 1. VFH Memo - TNC Rates FY2027 | VFH Memo - TNC Rates FY2027.pdf |

6. Hearings

6.1. Blazer Complaint

File Attachments

| | | |
|----|---|---|
| 1. | Paul Hines - Taxi Complaint Form | Paul Hines - Taxi Complaint Form .pdf |
| 2. | Meter Charge | Meter Charge.jpg |
| 3. | Receipt - Blazer Transportation Group | Receipt - Blazer Transportation Group.pdf |
| 4. | License Plate | License Plate.jpg |
| 5. | Blazer Transportaion Hearing Notice 012226 Copy | Blazer Transportaion Hearing Notice 012226 Copy.pdf |

7. Deliberative Session

8. New Business

9. Adjournment



**BURLINGTON VEHICLE FOR HIRE LICENSING BOARD
SHARON BUSHOR CONFERENCE ROOM, CITY HALL, 149 CHURCH ST.
MINUTES OF MEETING - DRAFT**

July 9, 2025

Members present: Paul Hines (Chair)

Dave Hartnett

Stephen Hamlin

Also present: Emmett Wood (Attorney) Remotely

Tenzin Chokden

Nicolas Longo

Romeo Hermann

Meeting start time: 5:35PM

1. Agenda

1. Agenda

1.1. Motion to amend/adopt agenda

Motion to approve was made by Stephen Hamlin and seconded by Dave Hartnett. The motion passed unanimously.

2. Introductions

All members introduced themselves and Dave Hartnett joined as newest member serving on the board.

3. Public Forum

3. Public Forum

Katie Franger, Public Affairs Manager for Rasier, LLC (Uber), stated that as of July 1, 2025, a significant change in Vermont law (Title 23, Section 754, Subsection B) repealed Burlington's authority to regulate transportation network companies like Uber. This change means state law now preempts the city's ability to regulate rideshare services.

Regarding the proposed fee increase from 25 cents per ride, Uber argues that the current fee already covers administrative and enforcement costs of the vehicle-for-hire ordinance. They believe the proposed increase is not about covering these direct costs but is intended to address a city budget shortfall, essentially acting as a general revenue tax rather than a regulatory fee.

For airport pickup and drop-off fees, Uber states that any changes would require an amendment to their existing operating agreement with the city, and they are open to discussing these terms, especially since the agreement is nine years old.

Finally, Uber emphasizes the negative impact any fee increase would have on Burlington residents, consumers, and drivers. They argue that rising transportation costs add an unnecessary burden, potentially reducing accessibility for riders and diminishing income opportunities for drivers. Uber states their commitment to providing affordable transportation and flexible income opportunities while complying with all Vermont state laws. They are eager to maintain open dialogue and collaborate with the city and legislature to find a path forward.

4. Appeals

4.1. Luxury Cab (Mohamed Gharib) – Denial of Taxi Business License

Mohamed Gharib, owner of Luxury Cab, was sworn in by Tenzin Chokden. He was accompanied by his wife and advocate, Dr. Leyha Callendar Gharib.

Paul Hines then requested the taxi administrator explain the denial for the appeal before hearing from Mr. Gharib.

Tenzin Chokden stated that during the background check for Mr. Mohamed Gharib's business license renewal application, a 2024 conviction for simple assault was identified. This conviction prevents the issuance of a taxi business license, as Section 30-11, Subsection 5(b) of the vehicle for hire ordinance prohibits licenses for applicants with offense involving threats, physical violence, or weapon use within the last seven years. This is the basis for the business license denial.

Mohamed Gharib expressed shock and frustration that his past record, specifically a simple assault conviction, is impacting his business license renewal, stating this has never happened to him before. He explained that he moved from Washington D.C. five years ago to Burlington, believing it was a good opportunity for his career, which includes a background in a "Denmark championship" and receiving a "big raise."

He believes a customer complaint unfairly affected his career and reputation, despite his good behavior and skills. He stated that his lawyer and wife advised him not to go to trial due to concerns about his background and religion as an outsider, leading him to accept two years of probation. This simple assault is the only "issue" he's ever had.

Because of this incident, he changed his career path a year ago, starting his own taxi business. He emphasized that this issue is now affecting his life and his ability to make an income, especially since

he recently bought a house and needs to support his family. He reiterated that the simple assault conviction is the reason for his current license renewal struggles.

Dr. Leyha Callendar Gharib, Mohamed Gharib's wife, explained that she is appearing to advocate for her husband. She highlighted their family's significant commitment to Vermont, despite the cold, due to her husband's passion for his work.

She strongly argued that the simple assault conviction that is denying her husband's taxi license was a result of profiling and a fabricated allegation. She stated that she and their lawyer advised her husband to accept a plea of no contest rather than go to trial, due to concerns about diversity and inclusion in the legal system, especially given his background as a Muslim Arab man. She noted that even the State attorney found the allegations illogical, leading to the plea offer.

Dr. Gharib emphasized her husband's unblemished 17-year record as a top massage therapist and his love for Vermont despite the alleged injustice. She mentioned that her own similar, but more severe, legal situation was successfully won due to her uncle, a Boston attorney, and the fabricated nature of the allegations.

She is advocating for the reinstatement of her husband's business license, arguing that he did not assault or harm anyone and that the current appeal process is a way to ensure fairness. She cited support letters from the owner of Burlington, civil rights organizations, the ministry, and numerous customer reviews praising his professionalism and trustworthiness. She concluded by stating that this "unjust" and "defrauding" situation, which has significantly impacted their family and finances (including 18 months of expensive living in Vermont), needs to be resolved. She hopes his license will be reinstated so he can continue his passion for service as a business owner, equipped with cameras for safety and transparency.

Mohamed Gharib stated that he carries commercial insurance for his vehicle and recently purchased a new van capable of accommodating up to seven passengers.

Stephen Hamlin asked if the simple assault conviction was also preventing Mohamed Gharib from pursuing his massage career, and then inquired about the details of what happened.

Mohamed Gharib explained that a customer received a massage, paid, and left. However, she later called the owner to complain and demand a refund, subsequently escalating the situation by contacting the police. He was particularly confused by her actions, questioning why she would pay for the service if she intended to complain afterwards.

Dr. Leyha Callendar Gharib recounted the customer's accusation of sexual assault against Mohamed Gharib, alleging anal contact. She found the claim impossible, as Mohamed was seated in front while the customer was lying on the massage chair.

Dave Hartnett clarified that the Board's role is not to retry the specifics of Mohamed Gharib's case, acknowledging that such matters are "above our pay grade." He stated that he respects this limitation. Instead, he wants the city to clarify the Board's jurisdiction and authority in the matter.

Dr. Leyha Callendar Gharib clarified that they are not seeking expungement of her husband's record, as that is a separate legal process. Their purpose for the appeal is solely to have Mohamed Gharib's business license reinstated because the conviction appeared in his background check, and an appeal is the appropriate process for addressing such licensing issues.

Paul Hines sought clarification on the Board's specific role in determining the appeal. He asked whether their task was to assess if the city adhered to the ordinance, or if Mohamed Gharib's case warranted a deviation from it, essentially questioning what exactly they needed to decide.

Emmett Wood clarified that the Board's role is to determine if the ordinance was followed in rejecting the license application.

Dr. Leyha Callendar Gharib contended that Mohamed's 2024 conviction was a misdemeanor, not a felony.

Tenzin Chokden countered that even as a misdemeanor, the simple assault conviction still disqualifies him from obtaining his license under VFH ordinance Section 30-11, Subsection 5(d).

Paul Hines asked for clarification on how a "no contest" plea is treated under the "any offense" clause in this context?

Emmett responded that a "no contest" plea is indeed a conviction, carrying the same weight as any other.

5. Deliberative Agenda

Deliberative session entered at 06:20PM and ended at 06:24PM

6. VFH Memo - TNC Rates

6. VFH Memo - TNC Rates

Nic Longo, the director of Burlington Airport spoke on behalf of both the Burlington Airport and the City of Burlington, the presenter outlined proposed fee increases for transportation network companies, Uber and Lyft.

City of Burlington Fee Increase

- **Current Fee: 25 cents per ride, charged** if a trip starts or ends within city limits. This generates about \$100,000 annually for the city's general fund.
 - **Rationale:** Existing fees haven't changed since 2016-2017 (almost a decade), while administrative and service provision costs have increased.
 - **Proposal:** Double the city fee to **50 cents per drop-off**, which would double the current revenue stream.
-

Airport Fee Increase

- **Current Fee:** \$2 per pick-up/drop-off, unchanged since a 2006 Memorandum of Understanding (MOU).
 - **Proposal:** Double the airport fee to **\$4 per pick-up/drop-off**.
-

Justification and Next Steps

Both proposed rates are considered "market factor rates" and are even lower than those in comparable cities like Portland, Maine (currently raising rates from 65 cents to over a dollar) and Boston (discussing substantial, double-digit increases). The goal is to align with market values and account for a decade of inflation (CPI adjustment) to increase revenue for both the city and the airport. These proposed increases are specific to TNC operators. If approved by the Board and City Council, new MOUs would be negotiated with Uber and Lyft.

Paul Hines brought up concerns that were shared by Uber representative letter, whether the rate increase was state jurisdiction or city jurisdiction.

Nic Longo said during city discussions involving Tenzin, Sarah, Emma, and the City Attorney's office, no concerns were raised regarding the proposed rate increases. The conversations focused solely on City Ordinance Schedule 1, which provides the justification for these rates.

Emmett Wood stated that Vehicle for Hire Ordinance Section 30-6, Schedule I, outlines the Board's authority to determine these rates. They clarified that the state statute, as they recalled, specifically allows large municipalities like Burlington to establish their own rates for Transportation Network Companies (TNCs).

Diego Diaz from the Uber team clarified that the statute in 23 V.S.A. Section 754, Subsection B, which was set to be repealed or "sunset" on July 1, 2025. He highlighted that the law specifically stated that municipal regulations inconsistent with the state chapter are preempted, *except* for municipalities with a population over 35,000 (like Burlington). However, the key language explicitly stated, "This subsection shall be repealed on July 1, 2025." This repeal, as mentioned by his colleague Katie Franger, was the reason Uber brought their letter to the Vehicle for Hire Board.

Nic Longo stated the presentation's purpose was to secure approval for the rate increase memo, allowing it to proceed to the City Council for passage. Nic Longo, Emmett Wood, and Tenzin Chokden were unaware of the letter sent by Rasier, LLC.

Dave Hartnett said he's comfortable moving this forward to the Council, hoping that the City Attorney's office, with due preparation (and no fault of theirs tonight), will provide a clearer opinion before going to the city council.

Dave Hartnett proposed a motion to advance the VFH memo to the City Council, contingent upon further research to determine whether it falls under city or state jurisdiction. The motion was seconded by Stephen Hamlin and unanimously approved.

7. Discussion

7.1. Signage and Enforcement of Meter Rates at the Airport Queue Line

Paul Hines suggested improving taxi signage at the airport, specifically at the customer exit leading to the taxi queue. He noted incidents where drivers attempted to negotiate fares instead of using meters for trips under 50 miles. He requested the airport include information about meter requirements for trips under 50 miles and provide an email or QR code for customer complaints.

Nic Longo appreciated the feedback and committed to following up on Hines' requests for improved signage. He added that enforcing meter use at the airport taxi queue will become easier once the vehicle-for-hire transition occurs, as the airport will resume responsibility for issuing licenses.

Paul Hines noted a significant decrease in complaints.

8. New Business

Tenzin Chokden explained that a vehicle for hire transition is underway. Under this new structure, the airport will become responsible for the entire licensing process, including accepting applications and issuing both vehicle for hire and individual taxi driver licenses. The C/T office, however, will retain administrative duties such as receiving complaints, managing meeting agendas and minutes, scheduling hearings, and sending out hearing notifications.

Nic Longo shared information tweaking the queue permits, because the airport commission recently raised the number of queue permits from 50 to 90 and they have only 60 permits. He was thinking about splitting airport queue permit for ride-share services by time of day rather than selling single, full-day licenses.

The primary problem this aims to solve is the shortage of drivers during late-night and early-morning hours (e.g., 11 PM - 1 AM), which generates significant complaints. The idea is to incentivize more drivers during these peak demand times. For example, they suggested selling 30 licenses for daytime hours (e.g., 7 AM to noon) and another 30 for evening/night hours (e.g., noon to midnight), ensuring a

guaranteed number of drivers during specific shifts and preventing them from operating outside their licensed hours. He proposed revisiting the Board later this year to present a formal outline or mock-up of their concept for discussion.

Paul Hines stated that raising fees for drivers without also increasing their rates could be unfair. He recommended monitoring this issue for future discussion.

Nic Longo inquired whether the new fee adjustment is an annual adjustment or if it requires board approval.

Paul Hines replied that there isn't an annual review trigger for the fee adjustment, and it's been about a year since the last change. Therefore, it's likely time to re-evaluate it.

9. Adjournment

9. Adjournment

Stephen Hamlin moved to adjourn the meeting, and Dave Hartnett seconded the motion. The motion passed unanimously.

Meeting ended at 07:02PM

TO: City of Burlington, Vehicle for Hire Board
City of Burlington, City Council

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

CC: Emma Mulvaney-Stanak, Mayor
Katherine Schad, Chief Administrator Officer

DATE: February 11, 2026

SUBJECT: To authorize the Patrick Leahy Burlington International Airport to increase rates associated with Transportation Network Companies

REQUEST

The Patrick Leahy Burlington International Airport (“Leahy BTV”) seeks approval and authorization to set new rates for all Transportation Network Companies operating to and from Leahy BTV.

Background

On February 16, 2016, the City Council enacted a new Vehicle for Hire Ordinance (BCO- 30-1) that is required to determine and recommend a fee to charge for vehicle for hire business licenses for approval by the city council. The following fees also included a supplemental fee pertaining to each ride originating or ending at the Patrick Leahy Burlington International Airport.

Since 2017, Leahy BTV has had a Memoranda of Understanding with Lyft, Inc. (hereinafter “Lyft”) and Raiser LLC (hereinafter “Raiser) whom is a subsidiary of Uber Technologies (“Uber”) whereas \$2.00 per pick-up or delivery to and from the airport would be collected.

Over the last year, the Patrick Leahy Burlington International Airport has engaged Transportation Network Companies, specifically Lyft, Inc. (hereinafter “Lyft”) and Raiser LLC (hereinafter “Raiser) whom is a subsidiary of Uber Technologies (“Uber”) to raise the rates for pick-up and drop-off operations occurring at the Patrick Leahy Burlington International Airport. Additional discussions were

had to solidify automatic adjustments in future years. The proposed MOU will be for a period of six (6) years.

The following is the agreed upon rates:

From Effective Date through September 30, 2027: \$3.00 per trip
From October 1, 2027 through September 30, 2029: \$3.25 per trip
From October 1, 2029 through September 30, 2031: \$3.50 per trip

Financials

For ease of comparison, the following model is built on the new rates beginning July 1, 2026.

| | Airport Trips | Income |
|--------------|----------------------|---------------|
| FY27 | 96,339 | \$289,199 |
| FY26* | 93,591 | \$187,184 |
| FY25 | 90,866 | \$181,372 |
| FY24 | 73,383 | \$146,766 |
| FY23 | 59,513 | \$119,027 |
| FY22 | 39,188 | \$78,376 |

** Estimated 3% increase in trips.*

It is important to note that the Airport, by Federal regulation, must retain all revenues associated with its operation and must not divert any revenues to City operations per grant assurances and other federal regulations.

PROPOSED MOTION:

Vehicle for Hire Board:

“To approve and recommend to the City of Burlington City Council to authorize the City of Burlington staff to enter into an MOU with and raise the Transportation Network Company (TNC) fee to \$3.00 for each ride originating and ending at Airport beginning for the period beginning the Effective Date through September 30, 2027. \$3.25 per trip for the period of October 1, 2027 through September 30, 2029, and \$3.50 per trip for the period beginning October 1, 2029 through September 30, 2031.”

City Council:

“To authorize the City of Burlington staff to enter into an MOU with and raise the Transportation Network Company (TNC) fee to \$3.00 for each ride originating and ending at Airport beginning for the period beginning the Effective Date through September 30, 2027. \$3.25 per trip for the period of October 1, 2027 through September 30, 2029, and \$3.50 per trip for the period beginning October 1, 2029 through September 30, 2031.”

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) is hereby made and entered into on [REDACTED] (the “Effective Date”) by and between **RASIER, LLC**, a Delaware limited liability company (“TNC”), and City of Burlington, Vermont, a municipal corporation (“City”). TNC and City are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

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

WHEREAS, TNC is a transportation network company and desires to operate a transportation network business at the Airport wherein the Digital Network provided by TNC will be used to connect riders to TNC Drivers for the purpose of providing prearranged rides;

WHEREAS, City has agreed to allow TNC to conduct its business at the Airport, subject to the terms and conditions of this Agreement; and

WHEREAS, the following definitions shall apply to this Agreement at all times:

1. “Digital Network” means an online-enabled application, website, or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.
2. “Personal Vehicle” means the personal, privately-owned motor vehicle used by a TNC Driver that is not a taxicab, limousine, or commercial vehicle.
3. “TNC Driver” means an individual who uses his or her Personal Vehicle to provide services for riders matched through TNC’s Digital Network.
4. “TNC Services” means the provision of transportation by a TNC Driver to a rider with whom the TNC Driver is matched through the TNC’s Digital Network.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM; COMMENCEMENT DATE; TERMINATION.**

- 1.1. **Term.** This Agreement shall be effective on the Commencement Date and shall be in effect for a period of six (6) years thereafter. Thereafter, the Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then-current term, subject to the termination provisions of Section 1.3.
- 1.2. **Commencement Date.** This Agreement shall hereafter be effective, and the “Commencement Date” shall be deemed to occur thirty (30) calendar days from the Effective Date.
- 1.3. **Termination.** This Agreement will continue in force until terminated as hereinafter provided:

- 1.3.1. City shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if TNC has not cured such Event of Default within thirty (30) days after written notice thereof from City; or
- 1.3.2. Either Party may terminate this Agreement at any time, for any reason, by giving not less than thirty (30) days' prior written notice thereof to the other Party.

2. **OPERATIONS.**

- 2.1. **Operating Authority.** City grants to TNC the right to allow TNC Drivers affiliated with TNC to use, in common with others so authorized, access to the Airport roadways and Airport property to provide TNC Services, subject to the terms and conditions hereinafter set forth. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state, or local laws, rules, or regulations. TNC's right to operate its business on Airport property shall be on a non-exclusive basis at all times.
- 2.2. **Rights of Ingress and Egress.** TNC Drivers affiliated with TNC shall have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity shall not impede or interfere, in any way, with the operation of the Airport by City or the use of the Airport by its tenants, passengers or employees.
- 2.3. **Operating Areas.** TNC Drivers must use only the roadways and the pick-up, drop-off, and staging areas specified by the City (the "Operating Areas"), which are subject to change in accordance with Section 2.4.
- 2.4. **Changes to Operating Areas.** TNC acknowledges and agrees that: (a) City shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) City has made no representations, warranties and/or covenants to TNC regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, TNC acknowledges and agrees that: (y) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (z) the City may from time to time adopt rules and regulations relating to security or other operational matters that may affect TNC's business. TNC Services may be temporarily suspended by City in the event of an emergency or a threat to the Airport during the time period of such emergency or threat. For non-emergency or routine changes to the pick-up, drop-off, and staging areas, City will make commercially reasonable, good-faith efforts to provide Operator with at least thirty (30) days' written notice to allow for the implementation and communication of the changes.
- 2.5. **"As-Is" Condition.** TNC accepts the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.
- 2.6. **Geofence.** TNC shall demonstrate to City that TNC has established a Geofence to manage its airport business, as depicted on Exhibit A attached and incorporated (the "Geofence").
- 2.7. **Signage/Wayfinding.** City shall install and maintain, at its sole expense, signage that shows TNC Drivers where the staging area is located. The signage shall, at a minimum, display the following language: "[Uber] Staging Area." Additionally, City shall install and maintain, at its sole expense, appropriate wayfinding signage within the Airport terminals for the benefit of its passengers, indicating where the

TNC pick-up area(s) is/are located, as well as signage at the TNC pick-up area(s). The signage shall, at a minimum, display the following language: “[Uber] Pickup Area.”

- 2.8. **Waybills.** In lieu of a physical waybill, every Trip shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon request, present the electronic equivalent of a requested waybill to any City official for inspection.
- 2.9. **General Prohibited Activities.** Without limiting any other provision herein, TNC shall not, without the City’s prior written consent: (a) cause or permit anything to be done, in or about the the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Airport; or (c) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, or within Airport property or its roadways.
- 2.10. **Other Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by TNC Drivers, and under no circumstances shall TNC be financially liable for any fines or penalties imposed on a TNC Driver as a result of such prohibited conduct:
 - 2.10.1. Turning off or disabling the TNC’s smartphone application when a Personal Vehicle is on Airport property, unless the TNC Driver is departing the Airport after a drop-off;
 - 2.10.2. Transporting a passenger in an unauthorized vehicle;
 - 2.10.3. Picking up or dropping off passengers, or their baggage, at any location other than the one(s) designated by City;
 - 2.10.4. Failing to provide information, or providing false information, to police officers or Airport personnel;
 - 2.10.5. Displaying, to an Airport official, a waybill in an altered or fictitious form;
 - 2.10.6. Soliciting passengers not through the Digital Network on Airport property;
 - 2.10.7. Using or possessing any alcoholic beverage on Airport Property;
 - 2.10.8. Failing to operate a Personal Vehicle in a safe manner;
 - 2.10.9. Failing to comply with posted speed limits and traffic control signs;
 - 2.10.10. Using profane or vulgar language;
 - 2.10.11. Attempting to solicit payment in excess of that authorized by law;
 - 2.10.12. Soliciting of any activity prohibited by the applicable laws, rules or regulations;
 - 2.10.13. Disconnecting any pollution control equipment;
 - 2.10.14. Using or possessing any illegal drug or narcotic while on Airport property;
 - 2.10.15. Operating a Personal Vehicle without proper certification or at any time during which TNC’s authority is suspended or revoked; and
 - 2.10.16. Engaging in any criminal activity.
- 2.11. **Representative of TNC.** TNC shall provide the City with the name, telephone number, and email address for at least one qualified representative authorized to represent and act for TNC in matters pertaining to its operation, and shall keep the City informed, in writing, of the identity of each such person.

3. **FEES; REPORTING; AND RECORDKEEPING**

- 3.1. **Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings:
- 3.1.1. “Trip” means each instance in which a TNC Driver affiliated with TNC drops off or picks up a requesting rider on Airport property. A Trip that occurs wholly within the Airport’s Geofence (i.e., a pickup and drop off of the same passenger[s]) shall be considered one Trip, and only one fee will be remitted to the Airport.
- 3.1.2. “Per Trip Fee” shall mean a fee consistent with the following schedule, subject to City fee requirements:
- From the Effective Date through September 30, 2027: \$3.00 per Trip
 - From October 1, 2027 through September 30, 2029: \$3.25 per Trip
 - From October 1, 2029 through September 30, 2031: \$3.50 per Trip
- Trips originating or ending at the Airport shall not be subject to any additional fees, other than the Per Trip Fee, including any City surcharges or fees. The City shall ensure the Per Trip Fee is less than or equal to the lowest Per Trip Fee then in effect for any similarly situated commercial ground transportation operator or taxicabs.
- 3.1.3. “Monthly Fee” means the product of the following: (i) the number of Trips conducted by Personal Vehicles affiliated with TNC in one calendar month, and (ii) the Per Trip Fee then in effect.
- 3.2. **Payment Requirements and Reports.**
- 3.2.1. Within fifteen (15) days after the close of any calendar month, TNC shall submit its operations report to City for the previous calendar month (the “Monthly Report”). The Monthly Report shall be in an agreed-upon electronic or paper format (as specified by City), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.
- 3.2.2. TNC agrees to pay a Monthly Fee to the City, which shall constitute a total of the Per Trip Fees assessed for each pick-up in the relevant month. The Monthly Fee is due, in full, and received by the City, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the Patrick Leahy Burlington International Airport or at such other place or manner as Airport may designate in writing. TNC shall submit the Monthly Report and the Monthly Fee together.
- 3.2.3. For purposes of this Agreement, a “month” will be considered to begin on the first (1st) day of each calendar month and will conclude on the final day of that calendar month. If the Agreement is executed and operation begins on some day other than the first day of a calendar month, the first payment of the Per Trip Fee only shall be prorated from the start date of operations under this Agreement through the final day of that calendar month.
- 3.2.4. All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.
- 3.3. **Books and Records.**

- 3.3.1. TNC agrees to maintain and make available to City accurate and detailed books and records reflecting its performance of its obligations under Section 3.2 of this Agreement. Upon City's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the City to audit and examine such books and records relating to its performance of its obligations under Section 3.2 of this Agreement. TNC shall maintain such data and records for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later.
- 3.3.2. Should any examination, inspection, and audit of TNC's books and records by the City disclose an underpayment by TNC of the consideration due, TNC shall promptly pay City the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, TNC shall reimburse the City for all reasonable costs incurred in the conduct of such examination, inspection, and audit.

4. **ASSIGNMENT**

- 4.1. **No Assignment.** TNC shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without City's prior written consent, which consent may be granted or denied in City's sole and absolute discretion (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). City's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without City's consent shall constitute a default hereunder and shall be voidable at City's election. Notwithstanding the above, TNC shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of TNC.
- 4.2. **Change of Control.** The sale or other transfer of a controlling percentage of the capital stock or membership interests of TNC, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of TNC related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of TNC's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

5. **COMPLIANCE WITH LAWS**

- 5.1. TNC shall comply with and shall inform its affiliated TNC Drivers of their obligation to comply with all applicable local, state, and federal laws, Airport rules and regulations, and procedures of federal, state, and local governments, and with the Federal Aviation Administration, Transportation Security Administration, or successor agencies, governing conduct on, and operations at, the Airport.

6. **WAIVER; INSURANCE; INDEMNIFICATION**

- 6.1. **Waiver.** TNC covenants and agrees that City shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs and expenses, of any kind or nature (collectively, "Losses"), which (a) at any time after the effective date of this

Agreement may be suffered or sustained by TNC or any TNC Driver arising out of TNC's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of TNC or any TNC Driver. This waiver shall not extend to such Losses caused in whole or in part by any act, omission, or negligence of City, including Losses caused by the sole gross negligence or willful misconduct of City.

- 6.2. **Insurance.** TNC shall, at its sole cost and expense, procure and maintain insurance coverage in accordance with all applicable requirements under Vermont law governing transportation network companies. Such insurance shall be maintained at all times during the term of this Agreement by financially responsible and qualified insurers authorized to do business in the State of Vermont. Evidence of compliance with applicable insurance requirements shall be included as an attachment to this agreement.
- 6.3. **Notice.** Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- 6.4. **Indemnification.** TNC agrees to indemnify, defend and hold harmless City, its officers, directors, agents and employees, from and against any and all claims, actions, damages, liabilities, and judgments, and losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), with respect to any third party claim arising out of or related to: (a) TNC's performance or exercise of this Agreement and rights granted under this Agreement; (b) an intentional act or a negligent act or omission of any of TNC's officers and employees related to this Agreement; (c) the failure of TNC to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or (d) any breach or default by TNC of any of its obligations under this Agreement.

Notwithstanding the foregoing, TNC shall have no obligation under this Section 6.4 for claims arising out of or related to (x) any negligent act or omission of City or its officers, directors, agents, and employees, or (y) any allegation related to the City's authority to enter this Agreement or City's enforcement of this Agreement. Any indemnification and hold harmless obligations of TNC under this Agreement shall survive any expiration or termination of this Agreement.

- 6.5. **Confidentiality.** Any information that TNC makes available to Airport pursuant to this Agreement is deemed to be confidential and proprietary information ("TNC's confidential information"), regardless of whether the records are marked as such, and shall not be disclosed to anyone without TNC's express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that Airport notifies TNC of such requirement at least five (5) business days prior to disclosure and allows TNC reasonable opportunity to object to production, and provided further that Airport makes diligent efforts to limit disclosure pursuant to any applicable law. If Airport is required to release TNC's confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment.

7. **DEFAULT; REMEDIES**

- 7.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an “Event of Default”:
- 7.1.1. TNC shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from City, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;
 - 7.1.2. A Transfer occurs without the prior approval of the City as set forth in section 4.1;
 - 7.1.3. TNC fails to obtain and maintain the insurance required hereunder; or
 - 7.1.4. TNC fails to keep, perform, and observe each and every other promise, covenant, and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.
- 7.2. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to any and all other rights and remedies available to the City under this Agreement, at law, or in equity: (a) City may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit City’s right to terminate this Agreement as provided in Section 2.
- 7.3. **Cumulative Rights.** The exercise by City of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or in equity.

8. **GOVERNMENTAL PROVISIONS**

- 8.1. **No Representations.** TNC acknowledges and agrees that neither City, nor any person on behalf of City, has made, and City hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by TNC at the Airport, including any statements relating to the potential success or profitability of such venture. TNC represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.
- 8.2. **Limitation on Damages.** Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental, or special damages, or lost revenues or lost profits.
- 8.3. **Federal Nondiscrimination.** TNC agrees to comply with all applicable federal nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Part 21, in its operations at the Airport..
- 8.4. **Subordination.** This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between City and any governmental entity relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

9. **GENERAL PROVISIONS**

9.1. **Notices.** Unless otherwise stated in this Agreement, all notices must be in writing and sent by prepaid certified mail (return receipt requested) or a reputable overnight courier (e.g., FedEx) to: (a) TNC at its Notice Address; (b) City at its Notice Address; or (c) any updated address provided by either Party in accordance with this Section. Notices are deemed given two (2) days after mailing. For convenience, copies may be sent by fax or email, but such methods do not constitute official notice

TNC Notice Address: Uber Technologies, Inc.
Attn: Airport Operations
1725 3rd Street
San Francisco, CA 94158

With copy to: regulatory@Uber.com

City Notice Address: Patrick Leahy Burlington International Airport
Attn: Director of Aviation
1200 Airport Drive, Suite 101
South Burlington, VT 05403

- 9.2. **Waiver of Performance.** The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.
- 9.3. **Entire Agreement.** The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
- 9.4. **Amendments.** Except as specifically provided herein, amendments to this Agreement require the written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, TNC shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.
- 9.5. **Interpretation.** The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.
- 9.6. **Successors and Assigns.** Subject to the provisions of Section 4, the terms and conditions contained in this Agreement shall bind and inure to the benefit of TNC

and City, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

- 9.7. **Severability**. If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.
- 9.8. **Governing Law**. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Vermont. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in San Francisco, California; and the Parties consent to the exclusive jurisdiction thereof.
- 9.9. **Authority**. TNC represents and warrants that TNC is a duly authorized and existing entity, that TNC has and is duly qualified to do business in Vermont, that TNC has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of TNC are authorized to do so.
- 9.10. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on the Effective Date.

CITY OF BURLINGTON

RASIER, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A
GEOFENCE

[To be added]



Taxi Administration Office
Clerk/Treasurer's Office
149 Church St., Burlington, VT 05401
Phone: 802-865-7019, Fax: 802-865-7014

Taxi Complaint Form

If you have experienced a problem while using a taxi and would like to file a formal complaint, please fill out the form below. If your complaint involves a traffic offense, please contact the Burlington Police Department at (802) 658-2700.

Fields marked with an * indicates required information. We will contact you within 15 business days.

Personal Information:

First and Last Name: * Paul Hines

Address: * [REDACTED] City, State, Zip* Burlington, VT, 05408

Daytime Phone Number: * [REDACTED] Email: [REDACTED]

Incident Information:

When did the incident occur date/time?* 1/7/2026

Location of Incident: * Burlington Airport to my home Location of Pick-Up:* Burlington Airport

Name of the Taxi Company: Blazer Taxi Driver's Name: "Adam" per taxi receipt

Taxicab Number: Lic plate number (I think) is KKF 857 (see attached photo)

Please explain the nature of the incident

I took a taxi from the airport to my home (31 Birchwood Lane) starting at about 4:30pm, arriving at 4:56pm. The car was an SUV labeled "Stowe Taxi." This trip is 6.7 or 6.8 miles (see google map). Normally the charge for this route is about \$32-35. Today the charge on the meter was \$53.50. I am concerned because the the total cost of the ride was a lot higher than what I think should be the allowed rate, which I believe should be: \$4 for airport + \$4 for the first 1/7 mile + \$3.50/mile*6.7 miles + travel time. <https://www.btv.aero/at-btv/ground-transportation/taxis>. This suggests to me that the meter is miscalibrated.

I mentioned to the driver that the cost of this ride was higher than normal, and he said that he is only a driver and doesn't control the rates. I believe that he was telling the truth. The car was clean and the driver was courteous so I did provide a tip. I am concerned that the problem is with the parent company. I have had overcharge issues with Blazer in the past, and have heard anecdotal concerns about Blazer, so I wanted to record the details of this event, and submit this complaint.

I have attached photos of the meter at the end of the ride as well as the license plate of the vehicle and the receipt.

Would you be willing to attend a brief hearing regarding this incident? Yes No

What happened? Please check any of the appropriate boxes.

- Driver operated vehicle in an unsafe manner or refused to provide insurance information after accident
- Driver failed to take most direct route or take passenger to requested destination
- Driver overcharged, charged for service or attendant animal, or charged additional fee for wheelchair, crutches or other medical devices
- Driver picked up another passenger without consent
- Driver refused to transport passenger
- Driver discourteous or physically abusive
- Driver was sleeping
- Driver was using pornography
- Driver smoked in vehicle/vehicle smells of smoke
- Driver using cell phone unless in the case of emergency
- Zone descriptions and rates not in vehicle or visible
- Fare receipt not provided after request
- Taxi meter rates not posted, or taximeter not working, not used, not visible
- No air conditioning or heating
- Doors and/or windows did not operate easily or close securely
- Interior/trunk compartment of vehicle not clean

X

BLAZER
TRANSPORTATION GR
43 BIRCHCLIFF PKWY
BURLINGTON, VT 05401
8022530013

Cashier: Adam

Transaction 000510

| | | |
|-----------------|----|----------------|
| Subtotal | | \$53.50 |
| user fees | 4% | \$2.14 |
| Total | | \$55.64 |
| Tip | | \$8.03 |
| | | \$63.67 |

CREDIT CARD SALE
VISA [REDACTED]

Retain this copy for statement validation

07-Jan-2026 4:56:22P
\$63.67 | Method: EMV

VISA CREDIT
XXXXXXXXXXXX [REDACTED]

PAUL HINES
Reference ID: [REDACTED]

Auth ID: 08667D
MID: ***** [REDACTED]

AID: A0000000031010
AthNtwkNm: VISA

SIGNATURE

Online: <https://clover.com/p/J73GP76Q66GKE>

Payment J73GP76Q66GKE

Clover Privacy Policy
<https://clover.com/privacy>

53.50
0:00 1:1

60 70 80
50 MPH
10

31° 4:55
Alex Benjamin
Let Me Down Slowly
Narrated for You
0:00 / 2:40
RADIO MEDIA
95.5 97.5 98.9 99.9 106.7

RADIO MEDIA
MEDIA BACK
MENU

**BLAZER
TRANSPORTATION GR**

43 BIRCHCLIFF PKWY
BURLINGTON, VT 05401
8022530013

Cashier: Adam

Transaction 000510

| | | |
|-----------|----|---------|
| Subtotal | | \$53.50 |
| user fees | 4% | \$2.14 |
| Total | | \$55.64 |
| Tip | | \$8.03 |
| | | \$63.67 |

CREDIT CARD SALE
VISA 3009

Retain this copy for statement
validation

07-Jan-2026 4:56:22P
\$63.67 | Method: EMV

VISA CREDIT
XXXXXXXXXXXX3009

PAUL HINES
Reference ID: 600700501963

Auth ID: 08667D
MID: *****2883

AID: A0000000031010
AthNtwkNm: VISA

SIGNATURE

Online: <https://clover.com/p/J73GP76Q66GKE>

Payment J73GP76Q66GKE

Clover Privacy Policy
<https://clover.com/privacy>

(8 2) 318 6526

ALTAION



VERMONT
47 88

24
HOUR

BURLINGTON



Vehicle for Hire Licensing Board

Administrative Offices
149 Church Street
Burlington, VT 05401
Tel: 802-865-7019
Fax: 802-865-7014

January 22, 2026

VIA: USPS CERTIFIED MAIL RETURN RECEIPT REQUESTED & USPS FIRST CLASS MAIL

Ricky Handy
Blazer Transportation
43 Birchcliff Parkway
Burlington, VT 05401
Mychalupa2000@gmail.com

NOTICE OF HEARING

Re: Blazer Transportation complaint

Dear Ricky Handy:

As the registered agent of Blazer Transportation, please be advised that the City has received the enclosed complaint regarding your conduct as a licensee. This conduct is a potential violation of Burlington City Ordinance.

Please be advised that a hearing before the Vehicle for Hire Board and to consider the allegations contained in the enclosed complaint, which may lead to the suspension or revocation of your Vehicle for Hire Business License. The hearing has been scheduled for **Wednesday, February 11thth at 5:30pm in the Sharon Bushor Conference Room, Burlington City Hall, 149 Church St., Burlington, VT 05401.** You may have an attorney or other agent speak on your behalf however, it is not required.

If you have any materials to present in defense of this complaint, please submit them to me no later than the **5th day, February 2026.** You may bring before the Board all pertinent facts, arguments, evidence, and witnesses you believe will have a bearing on these issues involved in this case. **Failure to attend the hearing will result in the Board's decision regarding the complaint being final and may result in penalties up to and including suspension and/or revocation of your license to do business in the City.** If you are unable to attend in person, please let me know and we can make arrangements for you to participate remotely. The Board will consider rescheduling the hearing in the event that you have extenuating circumstances only.

All questions, correspondence and documents pertaining to this matter should be directed to the City of Burlington, Clerk/Treasurer's Office, 149 Church Street, Burlington, VT 05401.

Thank you,

Tenzin Chokden
Department of Finance and Administration
tchokden@burlingtonvt.gov
802-865-7019