



Board of Finance

**Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street,
1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/93879388167>

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Webinar ID: 938 7938 8167

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1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 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 adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 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

Subject **3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 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. February 9, 2026 Board of Finance Meeting Minutes - DFA**
Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 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. Church Street and Love Burlington Giveaway Prizes January - December 2026 - CEDO**
Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM,
 Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Community & Economic Development Office (CEDO)

Type Action (Consent)

Recommended Action to approve and authorize Samantha McGinnis, Church Street Marketplace
 Director/Assistant Director CEDO, to accept and distribute donated gifts over \$50.00
 and under \$500.00 for the purpose of marketing and giveaways during the 2026
 calendar year

Subject **3.4. 2026 VTRANS Certificate of Highway Mileage - DPW**
Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM,
 Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action to approve and recommend that the City Council accept the recorded mileage for the City of Burlington with the Vermont Agency of Transportation in the 2026 Highway Mileage Certificate, and authorize Chapin Spencer, Director of Public Works, to execute the certificate on behalf of City Council and to take such further actions, and execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby

4. Deliberative Agenda

Subject 4.1. Acceptance and use of Congressionally Directed Spending for Post Building Fit-up - CEDO

Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action To approve and recommend to City Council for approval the following: 1) Retroactive approval to receive federal grant funds in the amount of \$300,000 from Congressionally Directed Spending through the Byrne Discretionary Grant Program.
2) A lease amendment to effectuate the transfer of \$300,000 with Champlain Housing Trust or its subsidiary to assist in the City-owned fit-up of the commercial space at 782 South Winooski Avenue (also known as the Post Apartments).
3) To allow the Chief Administrative Officer and her staff to make a \$300,000 budget adjustment to bring the CDS grant funds into the FY26 budget.

Subject 4.2. Request for Exemption from the City's Livable Wage Ordinance requirement for Paid Vacation - Burlington Lead Program

Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action to approve and refer to City Council for approval that the Burlington Lead Program be allowed to solicit bids from and contract out with JM Environmental with a waiver of the paid vacation portion of the livable wage ordinance

Subject 4.3. 7-Year Plan for Residential Recycling Collection & Consolidated Collection Study - DPW

Meeting February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department

Type	Action Resolution
Recommended Action	To approve the attached resolution and recommend that the City Council waive the reading and adopt the resolution.
Subject	4.4. CY26 Paving Contract - Authorization to Award - DPW
Meeting	February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY26 paving project budget, in the amount of \$1,517,155.6 , with an additional \$187,844.4 in contingency funds, equaling a total authorized expenditure of \$1,705,000.00 for the RE: CY26 Paving Contract February 17, 2026 projected construction costs to complete the CY26 Paving project. 2. To approve and recommend the City Council authorize the Director of Public Works, or their designee, to execute a construction contract with Pike Industries Inc. for the CY26 Paving project in the amount of \$1,517,155.6 , with an additional \$187,844.4 in contingency funds, equaling a total authorized expenditure of \$1,705,000.00, subject to the final review and approval by the Office of the City Attorney.
Subject	4.5. Supplemental Resolution No. 20 To The General Bond Resolution Adopted By The Board of Electric Commissioners On October 7, 1981, As Amended - BED
Meeting	February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Burlington Electric Department
Type	Action Resolution
Recommended Action	to waive the reading and recommend that the City Council adopt the resolution

5. Presentation of Draft Audit Results

Subject	5.1. Presentation of Draft Audit Results
Meeting	February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Presentation of Draft Audit Results
Department	Department of Finance and Administration
Type	Information Presentation

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	February 17, 2026 - Board of Finance Meeting - Tuesday, February 17, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. 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
February 9, 2026**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 5:15 pm.

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

Others present: DOF Kukenberger, City Attorney Brown, Sophie Sauve and Phil Lewis (BPRW)

Subject

1.1. Motion to adopt agenda

Meeting

February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action

Motion to adopt agenda as amended as follows: remove from the consent agenda item 3.4. FY2026 Q2 General Fund Budget Performance - DFA and place it on the deliberative agenda as item 4.3. (per Interim COS Kara Alnasrawi)

1.1. Motion to adopt agenda

Motion made by City Council President Traverse, seconded by Councilor Carpenter, to adopt the agenda as amended and presented. Motion passed unanimously.

2. Public Forum

2. Public Forum

Subject

2.1. Verbal Comments

Meeting

February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 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: concerned about Parks item - storing item/reclass-on par with private sector - need salary ranges

3. Consent Agenda

3. Consent Agenda

Subject 3.1. Motion to adopt the consent agenda (as amended) and take the actions indicated

Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 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 (as amended) and take the actions indicated

3.1. Motion to adopt the consent agenda (as amended) and take the actions indicated

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to adopt the consent agenda as amended and take the actions as indicated. Motion passed unanimously.

Subject 3.2. January 26, 2026 Board of Finance Meeting Minutes - DFA

Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Department of Finance and Administration

Type Information
Minutes
Action (Consent)

Recommended Action approve the minutes

3.2. January 26, 2026 Board of Finance Meeting Minutes - DFA

Subject 3.3. CVOEO Fair Housing Month Sponsorship 2026 - REIB

Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda
Department Racial Equity, Inclusion, & Belonging (REIB)
Type Action (Consent)
Recommended Action move to approve and recommend the City Council approve the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$1,000 to CVOEO to support Fair Housing Month programming from the Community Celebrations GL
3.3. CVOEO Fair Housing Month Sponsorship 2026 - REIB

Subject 3.4. FY2026 Q2 General Fund Budget Performance - DFA **NOW AGENDA ITEM 4.3.**
Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category 3. Consent Agenda
Department Department of Finance and Administration
Type Action (Consent)
Information
Communication
Recommended Action waive the reading, accept the communication and place it on file
3.4. FY2026 Q2 General Fund Budget Performance - DFA ****NOW AGENDA ITEM 4.3.****

4. Deliberative Agenda

4. Deliberative Agenda

Subject 4.1. Burlington Harbor Marina: Dredging Maintenance Project: Contract Amendment and Budget - BPRW
Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category 4. Deliberative Agenda
Department Parks, Recreation, & Waterfront
Type Action
Recommended Action 1. To approve and recommend that the City Council authorize the execution of a contract amendment with Engineers Construction, Inc. for an additional contract value of \$33,865, for a new total contract price not to exceed \$611,711, for the Burlington Harbor Dredging Project and to authorize Phil Lewis, Director of Parks, Recreation & Waterfront, to execute the contract amendment and any related documented necessary or convenient to carry out the project, subject to review by the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Chief

Administrative Officer, or their designee, to affect the necessary budget amendments and transfer of \$25,000 in funds from the Stormwater (Fund 245) to the Parks Special Projects Fund (Boathouse Improvements – Dredging) as outlined in the attached Budget Amendment Form.

4.1. Burlington Harbor Marina: Dredging Maintenance Project: Contract Amendment and Budget - BPRW
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

Subject **4.2. Request for Job Description Updates and Position Reclassifications Department of Finance and Administration**

Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action 1. To approve and recommend that the City Council approve the following position reclassifications: a. Reclassification of one (1) Accounting Assistant I – Accounts Payable, nonexempt, full-time, AFSCME position, grade 14, to grade 15; b. Reclassification of one (1) Lead Accounts Payable Analyst, non-exempt, full-time, AFSCME position, grade 14, to grade 16; c. Reclassification of one (1) Grants & Finance Specialist, non-exempt, full-time, AFSCME position, grade 16, to grade 18; d. Reclassification of one (1) Grants Associate & Philanthropy Advisor, non-exempt, full-time, AFSCME position, grade 15, to grade 16; e. Reclassification of one (1) Billing & Admin Accountant, non-exempt, full-time, AFSCME position, grade 17, to one (1) Sr. Accountant, exempt, full-/part-time, non-union position, grade 18; and f. Reclassification of one (1) NPA Engagement Specialist, part-time, non-exempt, AFSCME position, grade 14, to a full-time position, grade 14.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer to make such amendments to the FY26 Budget as may be necessary or convenient to effectuate the foregoing staff reorganization, in substantial conformance with the information outlined in the staff report, for a total FY 26 impact of \$26,795.70.

4.2. Request for Job Description Updates and Position Reclassifications Department of Finance and Administration
Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject **4.3. FY2026 Q2 General Fund Budget Performance - DFA **WAS CONSENT AGENDA ITEM 3.4.****

Meeting February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Action
Communication

Information

Recommended Action waive the reading, accept the communication and place it on file

4.3. FY2026 Q2 General Fund Budget Performance - DFA ****WAS CONSENT AGENDA ITEM 3.4.****
DOF Kukenberger spoke to this agenda item.

5. Adjournment

5. Adjournment

Subject

5.1. Motion to adjourn

Meeting

February 9, 2026 - Board of Finance Meeting - Monday, February 9, 2026, 5:15 PM,
Bushor Conference Room, 149 Church Street, 1st Floor

Category

5. Adjournment

Department

Council and Board

Type

Action
Procedural

Recommended Action

Motion to adjourn

5.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 6:01 pm.

MEMORANDUM

Date: February 17th, 2026 and March 9th, 2026

To: Board of Finance and City Council

From: Samantha McGinnis, Church Street Marketplace Director/Assistant Director CEDO

Re: Church Street and Love Burlington Giveaway Prizes January- December 2026

Request: CEDO through the Church Street Marketplace is requesting authorization to accept and distribute donations which may be valued at over \$50.00 but no more than \$500.00 as a critical piece of marketing campaigns throughout 2026.

Background:

Per the City of Burlington Purchasing Policy, Article 12 (Grant Acceptance, Awards, and Gifts), the City may not accept gifts of public funds or other property valued over \$50 without City Council approval.

Due to the nature of the work conducted by the Community & Economic Development Office (CEDO), specifically related to community engagement, events, and citywide marketing initiatives through the Church Street Marketplace and Love Burlington, there is a regular need to accept and distribute small promotional items and giveaways.

Effective community engagement often requires flexibility and responsiveness. Opportunities to partner with businesses, respond to seasonal events, or leverage timely promotional moments frequently arise on short notice. Requiring individual City Council approval for each small gift or giveaway would create an administrative burden and limit the City's ability to act efficiently and creatively in support of these.

All gifts and giveaways associated with this work are modest in nature and do not exceed \$500 per occurrence. These giveaways also serve a dual public benefit. They expand the reach and visibility of City-supported campaigns while also supporting participating local businesses through increased promotion, collaboration, and audience growth. This type of engagement is central to advancing economic vitality, encouraging local spending, and strengthening Burlington's sense of community.

Prizes may include, but are not limited to, the following categories:

- Gift Baskets
Curated assortments of products from local retailers
(Estimated value range: \$50–\$250)
- Gift Cards
Gift cards from local Burlington businesses
(Estimated value range: \$20–\$100)
- Hotel Stays
Overnight accommodations at Burlington-area hotels, typically for one guest, with some offerings accommodating up to two guests
(Estimated value range: \$150–\$350)
- Event Tickets
Tickets to local events and experiences (e.g., seasonal festivals, live performances, sporting events)
(Estimated value range: \$50–\$250)
- Prize Bundles
A combination of the above prize categories, which may include products, gift cards, hotel stays, and/or event tickets
(Estimated value range: \$50–\$350)

Department Contact: Samantha McGinnis, Church Street Marketplace Director/Assistant Director CEDO. Email: smcginnis@burlingtonvt.gov. Phone: 802.735.5572

Motion: The Community and Economic Development Office requests that the City Council and the Board of Finance approve the following motion:

To approve and authorize Samantha McGinnis, Church Street Marketplace Director/Assistant Director CEDO, to accept and distribute donated gifts over \$50.00 and under \$500.00 for the purpose of marketing and giveaways during the 2026 calendar year.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Corey Mims, Public Works Engineer, Department of Public Works
Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: February 5, 2026

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

RE: 2026 VTRANS Certificate of Highway Mileage

Background

The Vermont Agency of Transportation (VTRANS) annually reviews and certifies accepted highway mileage in each Vermont municipality to be used towards determining the amount of state and federal aid each municipality is eligible for, and to ensure the Town Highway Map remains accurate.

The roadway miles verified in the Certificate of Highway Mileage and shown on the Town Highway Map, are used by VTRANS to determine financial support for maintenance items such as plowing, salting, and pothole filling of our Class 1, Class 2, and Class 3 roads. In FY25, VTRANS was estimated to pay the City approximately \$330,383.21 to DPW Streets budget for this road maintenance work. These funds are received from the state yearly

As part of this annual review process, additions, subtractions, modifications, and reclassifications of streets are reviewed. Any changes in mileage or classification are recorded and updated in the certificate of highway mileage sent annually to municipalities for review and approval. The certificate, once accepted by City Council, is then signed and returned to the state agency. The certificate will be approved as described, and current mileage will be updated by VTRANS in the 2026 Town Highway Map.

2026 Changes

This year, the City of Burlington has included .05 miles of Class III roadway to the mileage certificate. The street segment of Ledgewood Circle, connecting Oak beach Drive to Austin Drive was formally deeded to, and accepted by Burlington City Council on 6/23/25.

Previous Changes

There were no changes made in 2024.

The Town Highway Map was updated in 2025 to reflect an additional .703 miles of new Class 2 roadway for the Champlain Parkway between Lakeside Avenue and Home Avenue. Under the Champlain Parkway Project, the effected intersecting streets of Batchelder, Briggs, Ferguson, and Lyman were remeasured to capture adjustments made to roadway lengths under the project.

It is important to note, the Town Highway Map of Unaccepted streets, includes streets not built to city standards, or streets with missing deed documentation or private roads are not eligible for recording or state funding.

Recommendation

The Department of Public Works is recommending that the City Council approve the following the requested motion authorizing Chapin Spencer, Director of Public Works, to sign the 2026 Highway Mileage Certificate on behalf of the City Council as their designee.

Attachments

- A. 2026 City of Burlington Highway Mileage Certificate
- B. Resolution Accepting Ledgewood Circle
- C. 2025 Town Highway Map

Motions

Board of Finance:

1. "To approve and recommend that the City Council accept the recorded mileage for the City of Burlington with the Vermont Agency of Transportation in the 2026 Highway Mileage Certificate, and authorize Chapin Spencer, Director of Public Works, to execute the certificate on behalf of City Council and to take such further actions, and execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

City Council:

1. "To accept the recorded mileage for the City of Burlington with the Vermont Agency of Transportation in the 2026 Highway Mileage Certificate, and authorize Chapin Spencer, Director of Public Works, to execute the certificate on behalf of City Council and to take such further actions, and execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby. ."

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

**CERTIFICATE of COMPLETION and OPENING
of a HIGHWAY for PUBLIC TRAVEL**

VTrans Use Only	
Certificate Year:	_____
Highway Class:	_____
Town Highway #:	_____
Mileage:	_____

Katherine, Schad _____, City _____ Clerk of the City _____ of
(Clerk's Name) (City/Town/Village) (City/Town/Village)
 Burlington _____, Vermont.
(City/Town/Village Name)

Pursuant to Title 19, V.S.A., Chapter 7, this is to certify that the following described section of Class 3
(1,2,3 or 4)
 Highway in the City _____ of Burlington _____ was COMPLETED AND OPENED
(City/Town/Village) (City/Town/Village Name)
 FOR PUBLIC TRAVEL on June - 23, 2025.
(Month - Day) (Year)

DESCRIPTION OF RIGHT OF WAY:
 (Include road name and intersecting town highway numbers)

Street segment of Ledgewood Circle, connecting Oak Beach Drive to Austin Drive.

and as shown on a Highway Map of the City _____ of Burlington _____,
(City/Town/Village) (City/Town/Village Name)
 dated 01/30, 2026, and filed in Book 1799 on page 22 of the Records of
(Month - Day) (Year) (Book #) (Page #)
 the City _____ of Burlington _____ by the City _____ Clerk of said Burlington _____
(City/Town/Village) (City/Town/Village Name) (City/Town/Village) (City/Town/Village)
 incorporated herein by reference and attested to on said map by said City _____ Clerk.
(City/Town/Village)

Dated at City of Burlington _____, County of Chittenden _____ and State of Vermont,
(City/Town/Village Name) (County Name)
 this _____ day of _____, A.D., _____.
(Date - Day) (Date - Month) (Date - Year)

BOARD
 OF
 SELECTMEN,
 ALDERMAN,
 or TRUSTEES

(Selectman/Alderman/Trustee Signature)

(Selectman/Alderman/Trustee Signature)

(Selectman/Alderman/Trustee Signature)

(Selectman/Alderman/Trustee Signature)

(Selectman/Alderman/Trustee Signature)

(Selectman/Alderman/Trustee Signature)

(Manager/Mayor Signature)
 and the Manager/Mayor of the City/Town/Village of _____.
(City/Town/Village Name)

_____, VERMONT _____,
(City/Town/Village Name) (Month - Day) (Year)

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS _____ HIGHWAY COMPLETED AND OPENED
(1,2,3 or 4)
 FOR PUBLIC TRAVEL, RECORDED IN BOOK _____ ON PAGE _____ OF THE _____ RECORDS
(Book #) (Page #) (Land, Highway, etc.)
 OF THE _____ OF _____ ON THE _____ DAY OF _____,
(City/Town/Village) (City/Town/Village Name) (Date - Day) (Date - Month)
 _____, AT _____ O'CLOCK, _____ M.
(Date - Year) (Time) (A or P)

ATTEST: _____
(Clerk's Name)
 _____ CLERK OF _____, VERMONT
(City/Town/Village) (City/Town/Village Name)

District 5
 Certcode 0403-0

**CERTIFICATE OF HIGHWAY MILEAGE
 YEAR ENDING FEBRUARY 10, 2026**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2026 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of BURLINGTON CITY in CHITTENDEN County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	7.178	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Class 2	22.530	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Class 3	66.92	.05	<input type="text"/>	66.97	
State Highway	0.195	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Total	96.823	.05	<input type="text"/>	96.873	
* Class 1 Lane	4.161	<input type="text"/>	<input type="text"/>	<input type="text"/>	
* Class 4	1.10	<input type="text"/>	<input type="text"/>	<input type="text"/>	
* Legal Trail	0.00	<input type="text"/>	<input type="text"/>	<input type="text"/>	

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

1. **NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".

2. **DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).

3. **RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).

4. **SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES RECORDED THIS YEAR: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees: _____

Signature of T/C/V Clerk: _____ Date Filed: _____

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: _____
 Representative, Agency of Transportation

DATE: _____

Resolution Relating to

AUTHORIZATION TO ACCEPT THE DEDICATION IN FEE OF A PORTION OF LEDGEWOOD CIRCLE

RESOLUTION 6.22

Sponsor(s): Bd. of Finance

Introduced: 06/23/25

Referred to: _____

Action: adopted

Date: 06/23/25

Signed by Mayor: 06/24/25

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, the Ledgewood I Condominium Association and Ledgewood I Condominium
- 2 Homeowner’s Association, Inc., a Vermont nonprofit corporation (collectively, “Ledgewood”), own in fee
- 3 that certain portion of Ledgewood Circle more particularly described in Exhibit A hereto (the “Property”); and
- 4 WHEREAS, Ledgewood desires to dedicate the Property to the City in fee, by warranty deed, for
- 5 right-of-way purposes (the “Dedication”); and
- 6 WHEREAS, on May 27th, 2025 the Transportation, Energy, and Utilities Committee, considered the
- 7 Dedication and recommended that the City Council accept it; and
- 8 WHEREAS, for reasons explained in the staff report attached hereto as Exhibit B, the City Council
- 9 desires to accept the Dedication;
- 10 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of the
- 11 Department of Public Works or designee to accept the Dedication on behalf of the City and to execute such
- 12 instruments, subject to approval as to form by the City Attorney, and to take all such other actions, as may be
- 13 necessary or convenient to effectuate the objects of this Resolution.

14
15
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lb/ER/Resolutions 2025/Ledgewood_Circle_Acceptance
6/17/25

ORIGINAL

RESOLUTION RELATING TO

Authorization To Accept The Dedication In Fee Of A Portion
Of Ledgewood Circle

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

DPW, Caleb Manna

Adopted by the City Council

June 23 20 25

Bobby Kelly Clerk

Approved..... June 24, 20 25

Emily Mayor

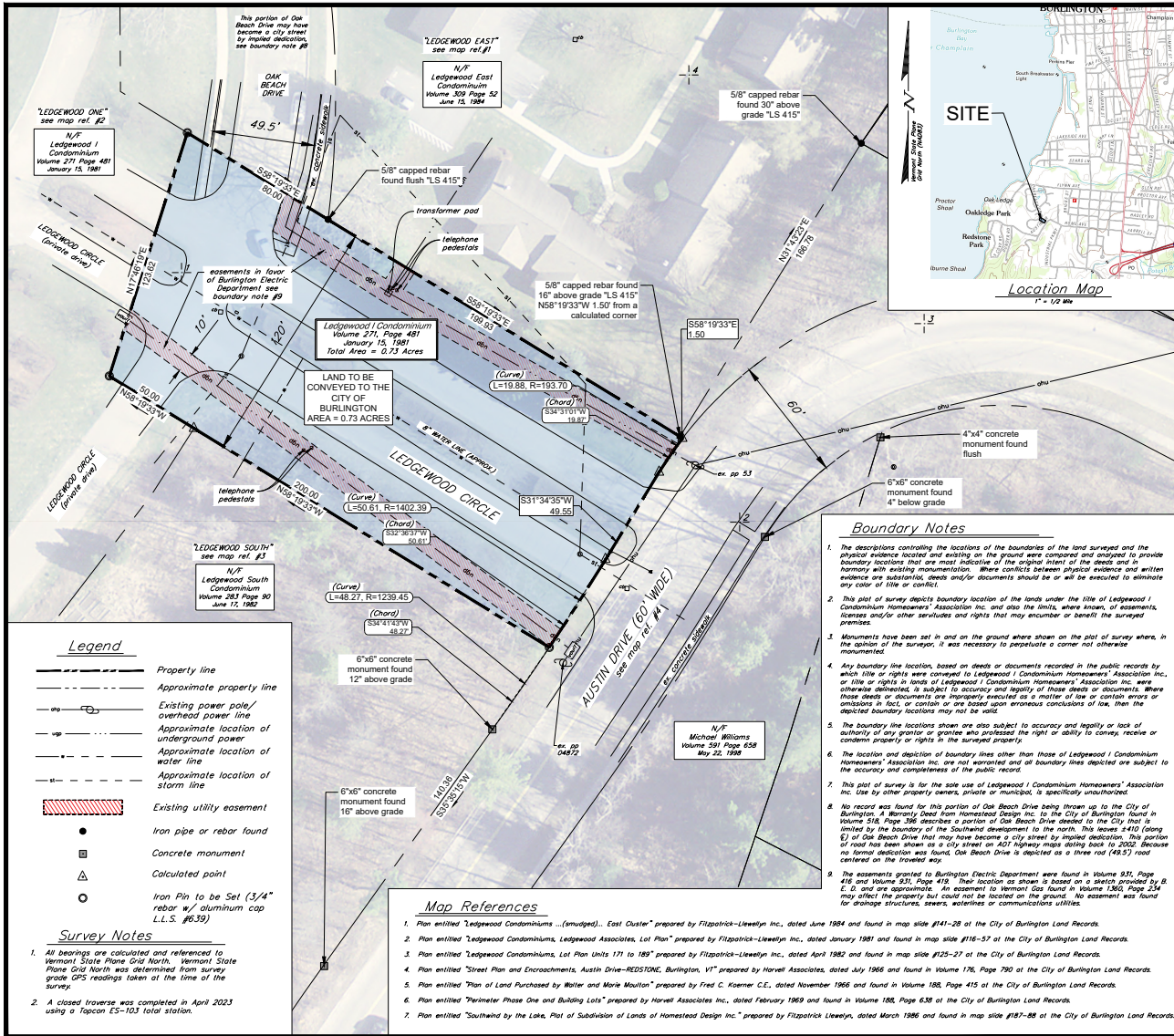
Vol. Page

Attest:

Lori Olberg
Lori Olberg
Council and Licensing Coordinator

* * * * *

EX-D



Ledgewood I Condominium Homeowners' Association Inc.

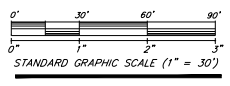
80 Austin Drive, Burlington, Vermont



154 Main Street, Suite 201 Colchester, Vermont 05446 P: (802) 878-0375 www.krebsandlansing.com

Certification
 This survey is based on physical evidence found in the field and information abstracted from deeds and other pertinent records and this survey is consistent with that evidence. This plot conforms to V.S.A. section 2499.

[Signature]
 Ian Krebs, L.L.S. #639

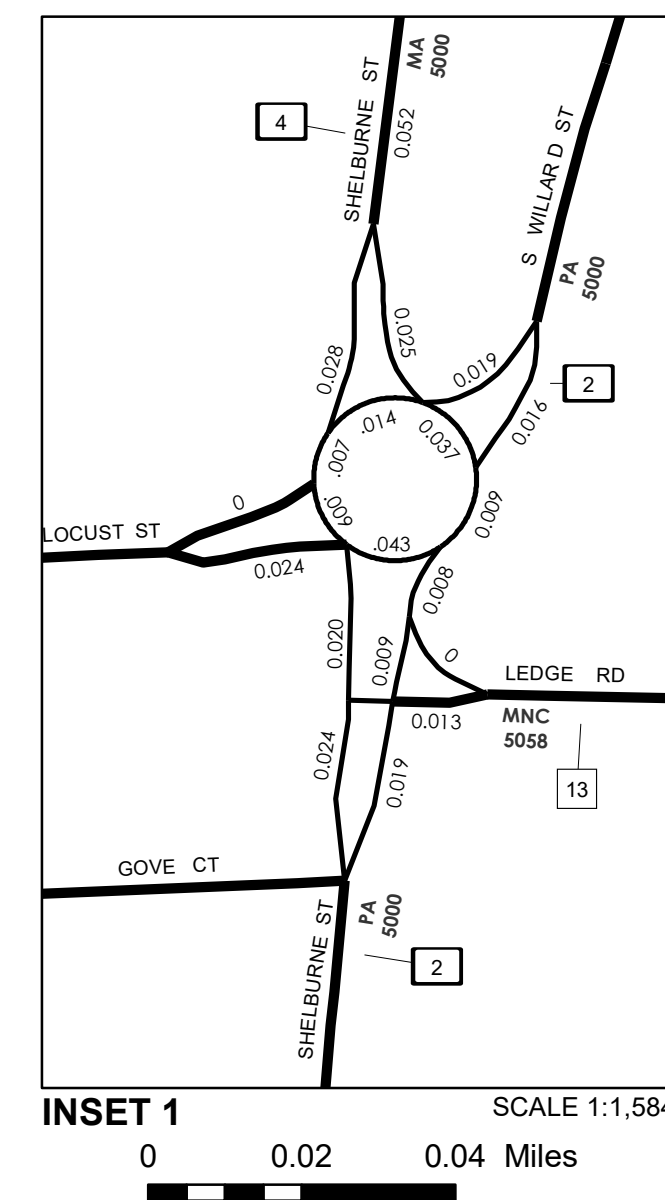


BOUNDARY SURVEY

LAND OF LEDGEWOOD I CONDOMINIUM TO BE CONVEYED TO THE CITY OF BURLINGTON

REV. NO.	REVISIONS/COMMENTS	DATE

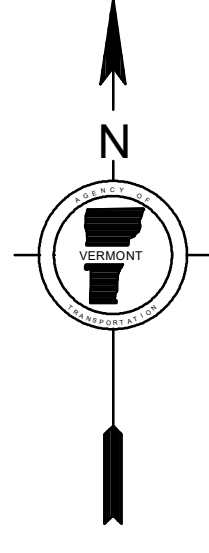
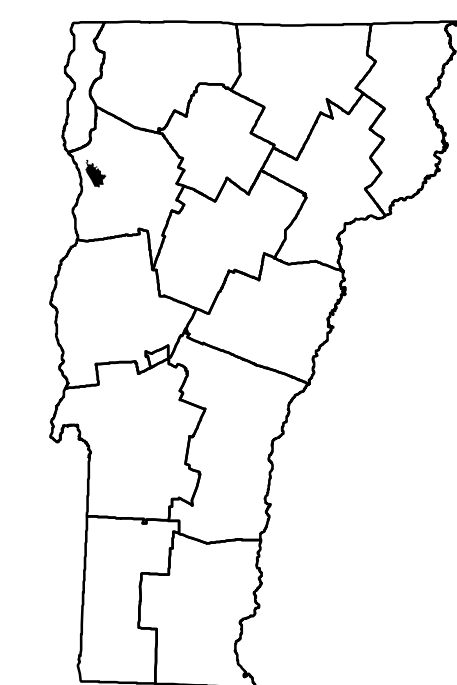
Drawing Title:	
Boundary Survey	
DATE of Issue: 6/1/2023	
Drawn by: BLW	Checked by: IAJ
Project No: 23159	Scale: 1" = 30'
Drawing No:	Rev. No:
B-1	



- HIGHWAYS**
- INTERSTATE OR DIVIDED HIGHWAY
 - STATE - HARD SURFACE OR PAVED
 - TOWN - HARD SURFACE OR PAVED
 - GRAVEL
 - SOIL OR GRADED AND DRAINED EARTH
 - UNIMPROVED OR PRIMITIVE
 - IMPASSABLE OR UNTRAVELED
 - LEGAL TRAIL
 - DISCONTINUED
 - HIGHWAY CLASS CHANGE
 - RAILROAD
 - INACTIVE RAILROAD
 - PUBLIC LAND - NATIONAL FOREST
 - PUBLIC LAND - STATE/MUNICIPAL
 - NFR NATIONAL FOREST ROAD
 - ACE ARMY CORPS OF ENGINEERS
 - USGH UNITED STATES GOV. HWY.

- POLITICAL SUBDIVISIONS**
- STATE BOUNDARY
 - COUNTY BOUNDARY
 - TOWN BOUNDARY
 - VILLAGE BOUNDARY
 - URBAN COMPACT BOUNDARY
 - WATER BODY
 - STREAM OR BROOK
- BRIDGE OR CULVERT**
- () BRIDGE OR CULVERT > 20'
 - [] BRIDGE OR CULVERT 6' - 20'
 - BIKE PATH STRUCTURE
 - VTCULVERTS BRIDGE
 - VTCULVERTS CULVERT > 6'
- FEDERAL CLASSIFICATION IDENTIFIER**
- MA MAJOR ARTERIAL
 - MJC MAJOR COLLECTOR
 - MNC MINOR COLLECTOR
 - PA PRINCIPAL ARTERIAL
- B34 / C34** STATE BRIDGE OR CULVERT IDENTIFIER
B4 / C4 TOWN BRIDGE OR CULVERT IDENTIFIER

Vermont State Plane Coordinate System
 North American Datum of 1983
 SPCS Zone Identifier: 4400
 Geoidetic Reference System 80
 2,000-meter grid, Easting - Northing

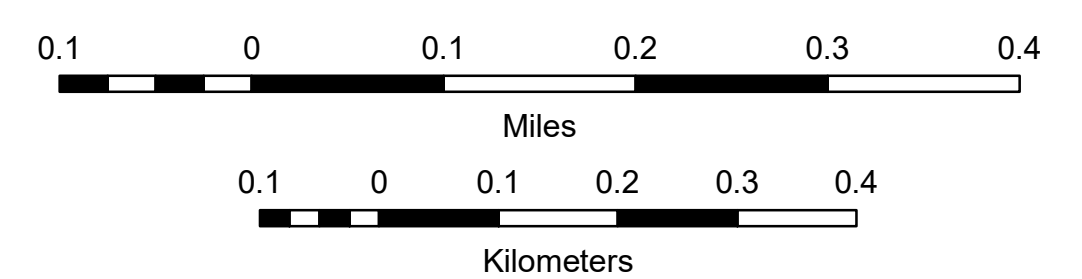


SHEET INDEX

VERMONT
GENERAL HIGHWAY MAP
City of Burlington
Southern Section
CHITTENDEN COUNTY

Transportation District #5
 Prepared by the
Vermont Agency of Transportation
 Division of Policy, Planning and Intermodal Development
 in cooperation with
U.S. Department of Transportation
Federal Highway Administration

Mileage as of February 10, 2025
 Map prepared September 18, 2025
SCALE 1:6,336



DISCLAIMER:
 The untraveled highways (fold-out town highways), discontinued highways, and legal trails herein are those of which the Agency of Transportation has record; others may exist.
 Highway and bridge data by the Agency of Transportation.
 Town street structures drawn from the VTCULVERTS (formerly VOSCI) online database. All other data from the Vermont Open Geodata Portal. Only named streams shown.

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Alice Schwencke

Title/Subject: 2026 VTRANS Highway Mileage Certificate

	Approval:	Meeting Date:
<input checked="" type="checkbox"/>	Board of Finance	2/17/2026
<input checked="" type="checkbox"/>	City Council	3/9/2026
<input type="checkbox"/>	Concurrent	

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	2/9/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	2/11/2026	Kara Alnasrawi
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	01/29/2026	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	2/11/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Checked by C. Spencer
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Mileage Certificate, Map
Draft Resolution or Motion?	Yes	In Memo
If for submission to Council, are sponsors identified?	Yes	BOF



To: Board of Finance and City Council
From: Kara Alnasrawi, Director, CEDO
CC: Katherine Schad, CAO
Date: February 17, 2026

Re: Acceptance and use of Congressionally Directed Spending for Post Building Fit-up

Background:

The Community Justice Center (CJC) is the oldest and largest CJC in Vermont. As of FY27, the Attorney General’s Office will be awarding the Burlington CJC all funding countywide for pre-trial diversion. This change, which will trigger grant-funded staff growth, in addition to the sale of 200 Church St. (where CJC is currently housed), has triggered the need for CJC to move to a larger space that is better suited to meet its needs.

In 2022 Champlain Housing Trust (CHT) purchased the VFW building on South Winooski Avenue to create a mixed-use building with commercial space on the bottom and residential space above. CHT and the City of Burlington have entered into a lease agreement set to commence in February of 2026 for the CJC to occupy 4,329 sq. ft. of ground floor commercial space in the new building.

In August of 2024, CEDO was awarded a \$300,000 Congressionally Directed Spending (CDS) grant through Senator Sanders’ office. These funds were awarded to assist the CJC in fitting up the commercial space to their needs, including a kitchenette, cabinets, fixtures, etc. This grant is called the Byrne Discretionary Grant Program.

In August of 2024, CEDO signed the federal grant without prior authorization from BOF. In addition, a written commitment to disperse the funds to CHT was also given at that time.

CEDO is now looking to receive proper authorization to receive the grant funds, disperse the funds to Champlain Housing Trust, and execute a budget amendment to effect these changes.

Project Details:

The funds will be used to purchase equipment and supplies to effectuate the proper fit-up of the space. This estimated budget reflects the details of the agreement:

CJC Post Facility Fit-Up	Material Costs
Insulation & sealants:	\$ 6,826.00
Doors:	\$ 21,850.00
Finishes for walls, floors, & ceilings:	\$ 90,379.80
Sprinklers, plumbing & HVAC, & electrical:	\$ 119,612.40
Kitchen & bath cabinets, countertops, shelving, and windows:	\$ 20,705.00
Signage, fire extinguishers, & bathroom equipment:	\$ 3,200.00

Appliances:	
SUBTOTAL:	\$ 262,573.20
General conditions, fees, insurance, and contingencies:	\$ 26,257.00
Architect & Consultant Fees:	\$ 32,000.00
Local contribution (Sales Tax Reallocation):	\$ (22,000.00)
	\$ 298,830.20

Attachments:

- Signed grant award with the Department of Justice
- Draft lease amendment to effectuate transfer of funds to CHT
- Budget amendment in the amount of \$300,000 to bring the funds into the FY26 budget

Motion:

Board of Finance:

To approve and recommend to City Council for approval the following:

- 1) Retroactive approval to receive federal grant funds in the amount of \$300,000 from Congressionally Directed Spending through the Byrne Discretionary Grant Program.
- 2) A lease amendment to effectuate the transfer of \$300,000 with Champlain Housing Trust or its subsidiary to assist in the City-owned fit-up of the commercial space at 782 South Winooski Avenue (also known as the Post Apartments).
- 3) To allow the Chief Administrative Officer and her staff to make a \$300,000 budget adjustment to bring the CDS grant funds into the FY26 budget.

City Council

1. To retroactively approve to receive federal grant funds in the amount of \$300,000 from Congressionally Directed Spending through the Byrne Discretionary Grant Program.
2. To approve a lease amendment to effectuate the transfer of \$300,000 with Champlain Housing Trust or its subsidiary to assist in the fit-up of the commercial space at 782 South Winooski Avenue (also known as the Post Apartments).
3. To authorize the Chief Administrative Officer, or their designee, to make a \$300,000 budget adjustment to bring CDS grant funds into the FY26 budget.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BURLINGTON 149 CHURCH ST
City, State and Zip:	BURLINGTON, VT 05401
Recipient UEI:	FEP8BMECKAF8
Project Title: Burlington Community Justice Center	Award Number: 15PBJA-24-GG-00353-BRND
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program	
Federal Award Amount: \$300,000.00	Federal Award Date: 8/15/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.753 - Congressionally Recommended Awards	
Project Period Start Date: 3/9/24	Project Period End Date: 3/31/26
Budget Period Start Date: 3/9/24	Budget Period End Date: 3/31/26
Project Description: As the oldest and largest Community Justice Center (CJC) in Vermont, the Burlington CJC has outgrown the city-owned office space it has inhabited since 2016. In the 25 years of the CJC's operation, it has had to move five times and has never had a space designed with its needs and uses in mind. The CJC is managed by 16 staff (and growing!) and 50 volunteers across four locations who offer ten different programs for more than 1500 people annually. When the Champlain Housing Trust (CHT) purchased the former VFW on South Winooski Avenue in 2022, they presented an opportunity to relocate the CJC into a new space to resolve the legacy of insufficient space for the growing CJC presence in Burlington. This project will fund the equipment and supplies needed to complete the fit-up costs of a brand new, 4329 square foot space for the city to lease from the CHT in their newest building, the Post Apartments. This relocation and partnership will provide space to grow the CJC's community presence so that more residents know it exists and may use it as a resource. The Post Apartments building will be visible from street-level and include a large meeting space that can be used by community groups and others needing a comfortable, restorative space.	

Award Letter

August 15, 2024

Dear Brian Pine,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF BURLINGTON for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$300,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location of the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator

for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF BURLINGTON

UEI

FEP8BMECKAF8

Street 1

149 CHURCH ST

Street 2

City

BURLINGTON

State/U.S. Territory

Vermont

Zip/Postal Code

05401

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00353-BRND

Supplement Number

00

Federal Award Amount

\$300,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.753

Assistance Listings Program Title

Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14151434

Grant Manager

Ashley Gardner

Phone Number

202-880-7398

E-mail Address

Ashley.Gardner@usdoj.gov

Project Title

Burlington Community Justice Center

Performance Period Start

Date

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

As the oldest and largest Community Justice Center (CJC) in Vermont, the Burlington CJC has outgrown the city-owned office space it has inhabited since 2016. In the 25 years of the CJC's operation, it has had to move five times and has never had a space designed with its needs and uses in mind. The CJC is managed by 16 staff (and growing!) and 50 volunteers across four locations who offer ten different programs for more than 1500 people annually.

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[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
\$0	\$0
Fringe Benefits	
\$0	\$0
Travel	
\$0	\$0
Equipment	
\$0	\$0
Supplies	
\$0	\$0
Construction	
\$300,000	\$300,000
SubAwards	
\$0	\$0
Procurement Contracts	
\$0	\$0
Other Costs	
\$0	\$0
Total Direct Costs	
\$300,000	\$300,000
Indirect Costs	
\$0	\$0
Total Project Costs	

\$300,000

\$300,000

Federal

Non-Federal

Year1

\$300,000

\$0

\$300,000

\$0

Budget Totals

Total

Percentage

Total Project Cost

\$300,000

Federal Funds

\$300,000

100.00%

Non-Federal Amount

\$0

0.00%

Match Amount

\$0

0.00%

Program Income

\$0

0.00%

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621,

and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with

Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees,

available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of

performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee;

or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

Condition 50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 51

Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429 and accompanying addenda, as directed by OJP, in conformance with 2 C.F.R. 200.330. Recipient must submit its initial report not later than 90 days after completion of the project or of grant close-out, whichever is earlier, and submit status reports annually, as directed. Additional information about this requirement may be found online at <https://bja.ojp.gov/>

funding/real-property.

Condition 52

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

Condition 53

Funds for renovation, expansion or construction awarded to the recipient or to subrecipients which require the letting of a contract amounting to \$100,000 or more to a commercial organization or an individual shall require:

(1) A bid guarantee equivalent to 5 percent of the bid price. The bid guarantee must consist of a firm commitment such as bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified after the forms presented to him/her.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. "Performance bond" means a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Condition 54

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 55

The recipient agrees not to expend or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and an Award Condition Modification (ACM) has been issued removing this condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/12/24 10:10 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Director

Name of Authorized Entity Official
Brian Pine

Signed Date And Time
9/19/2024 2:40 PM

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the “Amendment”) is by and between **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**, a Vermont limited partnership of Burlington, Vermont (“Landlord”) and the **CITY OF BURLINGTON**, a municipal corporation in Chittenden County, Vermont, acting by and through its Community Economic Development Office, Community Justice Center (“Tenant”).

Background

1. Landlord and Tenant are parties to a Lease Agreement dated October 16, 2024 (the “Lease Agreement”), wherein Landlord agreed to lease to Tenant a portion of Landlord’s newly constructed building located at 176 South Winooski Avenue in Burlington, Vermont known and designated as Condominium Unit 2 of the 176 South Winooski Condominium as set forth in the Declaration of Condominium for the 176 South Winooski Condominium dated July 31, 2024 and recorded in Volume 1749 at Page 235 of the City of Burlington Land Records, containing approximately four thousand one hundred ninety square feet (4,190 SF) (the “Premises”).

2. Under the terms of Section 1 of the Lease, Landlord agreed to deliver the Premises to Tenant as a “sheetrocked ‘Vanilla Shell’ (perimeter walls taped and primed)”, and Tenant agreed to be responsible for any construction costs for its fit-up of the Premises beyond the Vanilla Shell.

3. Landlord has worked with Tenant and Landlord's contractor to design plans of the Leased Premises to meet Tenant’s fit-up needs. Tenant shall be responsible for any construction costs from the Vanilla Shell (“fit-up”). Tenant and Landlord are working together to secure sources to offset a portion of this fit-up cost including Sales Tax Reallocation proceeds in an amount dependent on the sales tax eligible costs of up to \$462,941. Tenant shall be responsible for any remaining portion of the fit-up and any increased construction costs arising from tenant requested modifications during construction to plans of the Leased Premises.

4. A significant portion of the Tenant’s fit-up has now been completed by Landlord’s building contractor and paid for by Landlord. Landlord is assembling the necessary materials to submit its initial reimbursement request to Tenant for the Tenant fit-up costs.

5. Tenant is planning to fund all or a portion of its fit-up reimbursement with grant monies received by Tenant under a Judge Advocate General (JAG) grant. Landlord’s construction of Tenant’s fit-up satisfies Federal, State and City requirements as detailed in Exhibit A – Federal, State and City Construction Related Requirements

6. Landlord and Tenant enter into this Amendment to confirm the Grant Requirements that Landlord has observed, in connection with the Tenant’s fit-up.

N O W, T H E R E F O R E,

In consideration of the foregoing and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Defined Terms**. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning and definitions set forth in the Lease Agreement.

Section 2. **Federal, State and City Requirements for Tenant's Fit-Up Reimbursement.** Landlord hereby represents and warrants that the work performed in each reimbursement request for Tenant's fit-up submitted to Tenant complies with and observes the list of Requirements set forth on Exhibit A attached hereto.

Section 3. **Ownership of Tenant Fit-Up.** Landlord and Tenant also execute this Amendment for the purpose of confirming that the items of Tenant Fit-Up described in Exhibit B attached hereto, were paid for by Tenant and shall be deemed to be owned by Tenant as Tenant's property. At the end of the term of the Lease, as the same may have been extended, Landlord shall have an option to purchase the items of Tenant Fit-Up described in Exhibit B for its fair market value by providing written notice to Tenant within ten (10) days after the expiration of the term, as the same may have been extended. The fair market value shall be the value of the items of Tenant Fit-Up on Exhibit B as of such date determined by agreement of the parties, taking into consideration the age, condition and depreciation of the Tenant Fit-Up. If the parties are unable to reach agreement as to the fair market value within ten (10) days after the date Landlord exercises its option, then Landlord may obtain an appraisal at its sole cost and expense and the value of the Tenant Fit-Up shall be the value determined by the appraiser. In the event Landlord does not exercise its option to purchase at the end of the term of the Lease, as the same may have been extended, Tenant shall have the right to remove the Tenant Fit-Up described in Exhibit B at its own cost and expense, provided that Tenant repairs any damage to the Premises caused by such removal, reasonable wear and tear excepted. In the event Landlord does not exercise its option to purchase and Tenant fails to remove the Tenant Fit-Up within sixty (60) days after the expiration of the term of the Lease, as the same may have been extended, then the Tenant Fit-Up described in Exhibit B shall be deemed to be abandoned and shall be and become the property of Landlord without any further act or deed.

Section 4. **Effect on Lease Agreement.** On and after the effective date hereof, each reference in and to the Lease Agreement shall mean and be a reference to the Lease Agreement as amended hereby. Except as specifically amended above, all of the remaining terms, conditions and requirements of the Lease Agreement shall remain in full force and effect and are hereby ratified and confirmed by Landlord and Tenant in all respects.

Section 5. **Entire Agreement.** This Amendment embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the ____ day of _____, 2026.

POST APARTMENTS HOUSING LIMITED PARTNERSHIP

By: EN 2023, INC., its co-general partner

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this ____ day of _____, 2026, personally appeared _____, Duly Authorized Agent of **EN 2023, INC.**, the co-general partner of **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**, known to me to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **EN 2023, INC.**, and **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**.

Notary Public – State of Vermont

Printed Name: _____
Commission No.: _____
Commission Expires: 1/31/27

[Additional Signatures on Following Pages]

POST APARTMENTS HOUSING LIMITED
PARTNERSHIP

By: BCLT RENTAL DEVELOPMENT,
INC., its co-general partner

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this ____ day of _____, 2026, personally appeared _____, Duly Authorized Agent of **BCLT RENTAL DEVELOPMENT, INC.**, the co-general partner of **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **BCLT RENTAL DEVELOPMENT, INC.**, and **POST APARTMENTS HOUSING LIMITED PARTNERSHIP**.

Notary Public – State of Vermont

Printed Name: _____

Commission No.: _____

Commission Expires: 1/31/27

[Additional Signature on Following Page]

CITY OF BURLINGTON

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this ____ day of _____, 2026, personally appeared _____, Duly Authorized Agent of the **CITY OF BURLINGTON**, known to me to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of the **CITY OF BURLINGTON**.

Notary Public – State of Vermont

Printed Name: _____
Commission No.: _____
Commission Expires: 1/31/27

Exhibit A

LIST OF REQUIREMENTS

Procurement – Per requirements of 2 CFR Part 200

Section 504 of the Rehabilitation Act of 1973

Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations in 24 CFR Part 75

Disadvantaged/Minority-Owned Business Enterprise (MBE), and Woman-Owned Business Enterprise (WBE)

Davis-Bacon Federal Labor Standards

Conflict of Interest - 24 CFR 570.611

Debarment

No-Lobbying certification

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)

Burlington's Livable Wage Ordinance

Burlington's Outsourcing Ordinance

Burlington's Women in Construction Trades (WACTO)

Burlington Union Deterrence Ordinance

Exhibit B

ITEMS OF TENANT FIT-UP

Kitchen appliances

Kitchen cabinets

Air Source Heat Pumps

Light fixtures

Signage

Closet shelving

LEASE AGREEMENT

THIS LEASE, made as of this 16th day of October, 2024, is by and between **Post Apartments Housing Limited Partnership**, a Vermont limited partnership (hereinafter called "Landlord"), and **City of Burlington**, a Vermont municipal corporation, acting by and through its **Community and Economic Development Office, Community Justice Center** (hereinafter called "Tenant").

WITNESSETH:

In consideration of the rent to be paid and the terms, conditions and mutual covenants set forth in this Lease, the Parties hereto agree as follows:

1. **Premises.** The Landlord owns certain real property, including improvements, located at 176 South Winooski Avenue, Burlington, Vermont (the "Premises"). The Landlord does hereby rent and lease to the Tenant, and the Tenant does hereby rent and lease from Landlord a portion of the Premises more particularly described as follows (the "Leased Premises"):

A certain portion of the gross leasable premises located at 176 South Winooski Avenue, Burlington, VT as shown on Exhibit B of enclosed Floorplans, and identified more specifically as 176 South Winooski Ave Condo Unit #2, consisting of 4,104 sf (gross), 4,075 (net) of connected commercial storefront, with 8 parking spaces in the surface parking lot.

The Leased Premises shall be delivered with a finished sheetrocked "Vanilla Shell" (perimeter walls taped and primed) with separately metered electric service and a separately metered natural gas hot water system. Landlord agrees to provide electrical and mechanical rough-in as detailed in construction plans (See Ex A). Landlord has worked with Tenant and Landlord's contractor to design plans of the Leased Premises to meet Tenant's fit-up needs. Tenant shall be responsible for any construction costs from the Vanilla Shell ("fit-up"). Tenant and Landlord are working together to secure sources to offset this fit-up cost including Sales Tax Reallocation proceeds in an amount dependent on the sales tax eligible costs of up to \$462,941. Tenant shall be responsible for any increased construction costs arising from tenant requested modifications during construction to plans of the Leased Premises.

2. **Lease Term.** The term of this Lease shall be Fifteen (15) years, commencing Three (3) Months after the Commencement Date of the Leased Premises is granted. The "Commencement Date" means the later of i) December 1, 2025, or ii) Landlord obtaining a Certificate of Occupancy from the City of Burlington. The parties understand and agree that the obligations of Tenant to make payments under this Agreement shall

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constitute a current expense of Tenant and shall not be construed to be a debt or a pledge of the credit of Tenant. Therefore, notwithstanding any other provision of this Lease, the obligations of Tenant under this Lease are subject to annual appropriation by the Burlington City Council, in its discretion. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Lease, the Lease shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated.

Provided that Tenant is not then in default of this Lease, Tenant will have the option to renew this Lease for up to three (3) consecutive periods of five (5) years each (each a "Renewal Term") on the terms and conditions provided in this Lease by giving Landlord written notice of its intention to renew on or before ninety (90) days prior to the end of the initial term or Renewal Term(s), as applicable. Each Renewal Term is subject to the same provisions, terms and conditions that apply throughout this Lease to the initial term; provided, however, that: (a) other than the Renewal Terms, there will not be any additional extension option; and (b) the Base Rent shall increase annually at 2.5% and Operating Rent shall continue to increase from year-to-year as described below.

3. **Use.** Tenant may use the Leased Premises as general office space for the City's Community Justice Center and for purposes incidental thereto. Tenant may not change the use of the Leased Premises without the prior written consent of Landlord. Tenant shall not use the Leased Premises for any purpose or use in violation of any federal, state or municipal law, regulation or ordinance.

4. **Rent Obligations.** Tenant shall pay the Landlord, without offset, set-off or deduction for any reason, rent for the Leased Premises during the term of this Lease as follows:

4.1. **Base Rent.** Commencing on the Commencement Date, Tenant shall pay to Landlord the Base Rent of Twenty-Seven Thousand Nine Hundred Twelve Dollars (\$27,912.00) per year, payable in monthly installments of Two Thousand Three Hundred Twenty-Six Dollars (\$2,326.00).

The Base Rent will increase annually by 1.5% for the first five years, 2% for the second five years, and 2.5% for the remaining four years, as outlined in Appendix I, attached hereto and incorporated herein by reference.

4.2. **Operating Rent.** The Operating Rent covers direct expenses incurred by Landlord, outlined in Appendix I, including property taxes, property and liability insurance, management fee and administrative costs, snow removal, grounds, trash removal, life safety system inspections and repair and general maintenance and repairs of

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the common areas of the Premises. Commencing on the Commencement Date, Tenant shall pay to Landlord the Operating Rent of Thirty-Five Thousand Nine Hundred Sixteen Dollars (\$35,916.00) per year, payable in monthly installments of Two Thousand Nine Hundred Ninety Three Dollars (\$2,993.00).

4.3 Tenant Utility Charges. Utility Charges are not included in the Base Rent or Operating Rent and shall be paid by Tenant. Such charges include bills due for heating fuel, electricity, water and sewer, telephone and other similar services for the Premises directly to the companies providing the services. The Leased Premises will be separately metered for electricity, heating fuel, water and sewer. Tenant is responsible for arranging for these utilities to be put in their name and then for payments associated to that meter or meters. In addition, Tenant shall pay any penalties assessed for late payment of such bills and shall repay Landlord for any such bills Landlord may pay due to Tenant's failure to do so. Landlord reserves the right to separately meter any utility services not currently separately metered, and thereafter Tenant shall pay to Landlord or to the suppliers of such services the charges for such services based upon Tenant's usage. In addition, Tenant also shall be solely responsible to pay all taxes or similar charges on inventory and personal property owned by Tenant.

5. Annual Adjustment, Operating Rent. At the close of Landlord's fiscal year (September 30th), Landlord will prepare a statement reconciling the Operating Rent collected, versus the actual operating expenses reasonably incurred for the year. Within 30 days, Tenant will reimburse Landlord for any amount owed. Any credit due to the Tenant will be applied to the next Operating Rent Payment due.

On the first month of Landlord's fiscal year (October 1), the amount of the monthly Operating Rent will be adjusted, based on the operating budget prepared by the Landlord. The Landlord shall present the budget to the Tenant 60 days prior to the start of the new fiscal year. The Operating Rent will increase annually by not less than Three Percent (3%) but not more than Five Percent (5%), exclusive of property taxes and insurance which will adjust based on the actual costs incurred.

6. Security and Damage Deposit. The Tenant shall pay to Landlord a Security and Damage Deposit in the amount of _____ Dollars (\$____.00) which shall be paid prior to the Commencement Date. Except as provided herein, such Deposit thereon shall be returned to Tenant within thirty (30) days of Tenant's vacating the Leased Premises. THIS DEPOSIT MAY NOT BE USED BY TENANT FOR PAYMENT OF ANY RENTS, SUMS OR OTHER CHARGES UNDER THIS LEASE. Upon expiration or termination of this Lease, except if this Lease is terminated due to the act or omission of Landlord, casualty or eminent domain, Tenant shall leave the Leased Premises "broom clean" and in the same condition as when accepted, reasonable wear and tear and the elements

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excepted. If the Leased Premises are not in such condition, reasonable charges for repairs and/or cleaning may be withheld from the Deposit upon completion of such repairs or cleaning or upon obtaining an estimate of the cost of such repairs or cleaning, whichever shall first occur. Should the charges or costs of repairs or cleaning exceed the Tenant's Deposit, Tenant hereby agrees to pay all excess amounts reasonably incurred for such repairs or cleaning. Landlord shall be permitted to retain any part of or all of the Deposit for any unpaid rent, sums or other charges required to be paid to Landlord by Tenant under this Lease.

7. Rent Payment Date. The rents shall be paid in advance on or before the first (1st) day of each month during the term of the Lease. The parties stipulate that time is of the essence concerning payment of the rent in full on the day due and that any delay in such payment may be cause for an event of default.

8. Place of Payment, Form of Payment, Past Due Rent and Returned Checks. The Tenant shall, without offset, set-off or deduction for any reason pay rents to Landlord on or before the day due at its offices in Burlington, Vermont, or at such other place as Landlord shall designate in writing to the Tenant. Payment of rent shall be in U.S. Dollars, in cash or by bank or local check. If Tenant shall fail to pay rent when such rents are due and payable, such failure may be cause for an event of default in accordance with Paragraph 12 of the General Conditions. Notwithstanding an event of default, Tenant shall pay Landlord a per day late fee of two percent (2%) of the overdue monthly installment not paid on or before the first day of the calendar month for such rent is overdue; provided, however, the late fee for each month shall not exceed ten percent (10%) of the overdue monthly installment. Further, if Tenant shall fail to pay rent within ten (10) days from the date due, such unpaid amounts shall bear interest from the due date to the date of payment at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, and thereafter Landlord shall thereafter have the right to demand payment by cashier's check, certified check or money order.

9. General Conditions. The Lease includes and shall be subject to the provisions set forth in the General Conditions attached to this Lease as **Exhibit A**. The Tenant acknowledges and agrees it has read and understands the terms of the General Conditions and agrees that the General Conditions are part of the Lease. In case of any conflict between the main body of this Lease (the "Dispositive Agreement") and the General Conditions, the Dispositive Agreement shall control.

10. Notices. Prior to occupancy by Tenant, any notices to be given pursuant to this Lease shall be sufficient if given in writing by U.S. mails, certified mail or registered mail, return receipt requested, postage prepaid, and addressed shown below.

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To Landlord: Champlain Housing Trust, Inc.
88 King Street
Burlington, Vermont 05401

To Tenant: CEDO, City of Burlington
City Hall
149 Church Street
Burlington, Vermont 05401

Other person and/or address as may be specified subsequent to Tenant's occupancy by the party entitled to notice, so long as such specification is made in accordance with the terms of this Paragraph.

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IN WITNESS WHEREOF, the parties have executed this Lease as on the day and year first above written.

In Presence of:

LANDLORD: Post Apartments Housing Limited Partnership
By: BCLT Rental Development, Inc.

Helen G. Rook

By: Maria Vega
Duly Authorized Agent

By: EN 2023, Inc.

By: Kathy Beyer
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

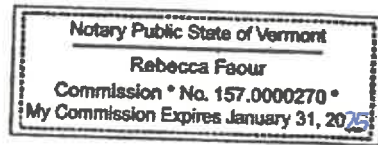
At Burlington, in said County, this 16 day of October, 2024, personally appeared, Miranda Bescaze, duly authorized agent of BCLT Rental Development, Inc., general partner of Post Apartments Housing Limited Partnership, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of BCLT Rental Development, Inc. and Post Apartments Housing Limited Partnership.

Before me:

Rebecca Faour

Notary Public

Commission Expires:



STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County, this 21 day of October, 2024, personally appeared, Kathy Beyer, duly authorized agent of EN 2023, Inc., general partner of Post Apartments Housing Limited Partnership, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of EN 2023, Inc. and Post Apartments Housing Limited Partnership.

Before me:

[Signature]

Notary Public

Commission Expires:


Susan Krajac
Notary Public State of Vermont
Commission #: 157.0015806
Commission Expires: 01/31/25

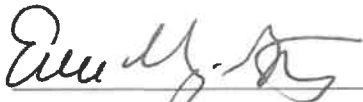
In Presence of:

TENANT:

Tenants Initials EM

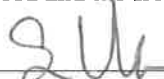
MM KB Landlord Initials


Heidi O. Neveu

By:  (signature)
EMMA M. STANAK (print)
Its: Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County, this 16th day of October, 2024, personally appeared Emma M. Stanak, duly authorized agent of C.O.S., and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of _____.

Before me: 
Notary Public
Commission Expires: 1/31/2025



Tenants Initials EMS

MML ES Landlord Initials

**Exhibit B
GENERAL CONDITIONS**

1. Acceptance of Leased Premises. Tenant will accept and possess the Leased Premises, as identified and described in paragraph 1 of the Lease, upon the Commencement Date identified in paragraph 2 of the Lease.

2. Alterations. Tenant shall not make any alterations to the Leased Premises without the express prior written consent of Landlord. As a condition of Landlord's consent, Tenant shall indicate in writing those alterations which will remain at the termination or expiration of the Lease or those which Tenant will remove at the termination or expiration of the Lease. Installation of any such alterations, and the maintenance, repair or replacement thereof, shall be at Tenant's expense and shall comply with all applicable rules, regulations, laws, or order of any governmental authority, or any rules or conditions established by Landlord or Landlord's insurance carriers. Tenant shall obtain all necessary inspections and permits prior to making any alterations and shall obtain all necessary inspections and permits prior to using altered premises, at Tenant's expense. Landlord shall have the right to have the alterations inspected at any time by its own agents, architects or engineers. Tenant shall make or pay for any repairs or replacements caused for any reason whatsoever because of any alterations made by Tenant.

If any alterations are made without the prior written consent of Landlord, Landlord may correct or remove the same, and Tenant shall be liable for all expenses so incurred by Landlord.

Any movable trade fixtures, furniture, machinery or equipment installed during the term of this Lease or prior to the commencement hereof by and at the expense of Tenant shall remain the sole property of Tenant and shall be removed by Tenant upon termination or expiration of this Lease, unless Landlord shall consent in writing to such remaining on the Premises. Any damage done to the Premises caused by removal of Tenant's movable trade fixtures, furniture, machinery or equipment shall be repaired by Tenant at Tenant's sole cost and expense. All other property permanently attached or built upon the Premises shall, at the option of Landlord, either be and become the property of Landlord and shall remain the property of Landlord at the termination or expiration of this Lease or shall be removed by Tenant upon termination or expiration of this Lease and any damages done to the Premises caused by such removal shall be at Tenant's sole cost and expense.

Tenant shall be responsible for the making of all alterations to the Leased Premises which are or become necessary to comply with the Americans with Disabilities Act (the "ADA") because of any action, use, or characteristic of Tenant or in order to accommodate the needs of any employee of Tenant or any visitor, licensee or invitee to the Premises, and Tenant shall comply with the foregoing paragraphs with respect to all such alterations.

3. Care of Premises. Landlord shall maintain in a reasonable state of repair and maintenance the exterior of the building, including the roof, and the structural elements of the building and all common utility lines and common fixtures, all common plumbing and septic lines serving the Premises.

Landlord shall maintain in a reasonable state of repair and maintenance of the Premises outside the building, including groundskeeping and snow removal.

Landlord shall provide trash removal for normal commercial use. Any use by Tenant in excess of such normal commercial use shall be the sole responsibility of and at the sole expense of the Tenant. Tenant shall separate compostable and recyclable materials as required by local and state ordinances.

Landlord shall ensure any common areas of the Premises used by Tenant (e.g., parking areas, sidewalks, trash enclosures, etc.) comply with the ADA and other disability access laws. Landlord shall also ensure, to the extent accessibility is not dependent upon Tenant's use or modification of the Leased Premises, that the Leased Premises comply with all such laws.

Tenant shall be responsible for maintenance, good care, upkeep and repair of all other elements of the Leased Premises including, but not limited to, all non-load-bearing walls, all non-structural elements, including all doors, windows, and glass, and any and all mechanical systems or devices which Tenant installs in the Premises. The Tenant shall, at its own expense, keep and maintain the said Premises and every part thereof, in good order and repair and in a clean and sanitary condition at all times.

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The Tenant herein agrees to maintain a minimum temperature of at least 40 degrees Fahrenheit within the Leased Premises at all times of the Tenant's occupancy of said Premises on a regular basis in order to insure that the mechanical systems servicing said Premises are functioning properly. The Tenant hereby covenants and agrees to be responsible during the term of this Lease for any and all repairs caused by Tenant's failure to properly maintain the temperature in said Premises.

Tenant will not install any safes, heavy fixtures, shelving, files, library stacks, equipment or machinery which would place a load upon any floor exceeding the floor load per square foot which such floor was designed to carry. All damage done to the building or any part thereof by installing or removing such items or due to any of them being in the Premises, shall be repaired at the expense of Tenant.

Tenant shall within a reasonable time report in writing to Landlord any defective condition in the structural condition actually known to it which the Landlord may be required to repair, and absent Landlord's actual or constructive knowledge of the condition, the failure to so report shall make the Tenant responsible for foreseeable damages resulting from such defective condition. Breakage, injury or damage to the Premises or Entire Premises caused by Tenant, its agents, servants, employees or invitees shall be immediately repaired by Tenant at its expense, except to the extent of any contributory fault by Landlord, in which case the expense shall be borne equitably. Entire premises is defined as the entire property owned by Post Apartments Housing Limited Partnership at 176 South Winooski Avenue.

In the event that Tenant is responsible for any repairs or maintenance of a defective condition which the Tenant may be required to undertake, the Tenant shall diligently undertake to repair or maintain the same. If the Tenant does not so repair or maintain, the Landlord may at its option, undertake said repairs or maintenance and the charges and costs of such repair or maintenance shall be paid by Tenant in accordance with the Lease. Tenant shall, at all times, comply with local and state fire regulations, health and safety codes.

4. Mechanic's and Materialmen's Liens. Tenant shall keep the Entire Premises and/or the Leased Premises free and clear from all mechanic's and materialmen's liens and other liens for labor done, services performed, materials contributed, used or furnished in or about the Leased Premises, for or in connection with any operation of Tenant, or any alteration, improvement, repair or addition which Tenant may make or permit or cause to be made on or about the Leased Premises. If such a lien is filed against the fee estate of Landlord, Tenant shall, upon Landlord's demand, immediately escrow suitable money or provide other means of surety sufficient to obtain the discharge of said lien.

5. Casualty Insurance and Damage to Premises. Landlord will insure the Leased Premises against loss by fire and other casualty, as reasonably determined by the Landlord. Tenant shall be responsible for maintaining any and all insurance upon Tenant's improvements and contents in the Premises, of whatever nature and wherever situated, and Landlord shall not be held responsible for any damage thereto.

In the event that the Premises shall be destroyed or damaged by fire, lightning, tempest or any similar peril, the following terms and conditions shall apply:

(a) If in the opinion of Landlord (which opinion shall be made after consultation with appropriate professionals), which shall be given by written notice to Tenant within TWENTY (20) DAYS of the happening of such damage or destruction, (i) the damage or destruction is such that more than fifty percent (50%) of the Leased Premises are rendered wholly unfit for Tenant's use or it is impossible or unsafe to use and occupy them; and ii) the damage cannot be repaired within reasonable diligence with ONE HUNDRED EIGHTY (180) DAYS from the damage or destruction, either Landlord or Tenant may, within FIVE (5) DAYS next succeeding the giving of Landlord's opinion as aforesaid, terminate this Lease by giving to the other notice in writing of such termination, in which event the term of this Lease shall cease and be at an end as of the date of such destruction or damage and the rent and all other payments for which Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of such destruction or damage. In the event that neither Landlord nor Tenant so terminates this Lease, Landlord shall diligently repair or rebuild the Premises and rent shall abate until the damage shall be made good to the extent of enabling Tenant to use and occupy the Premises for the purposes specified in the Lease.

(b) [Reserved.]

(c) If, in the opinion of Landlord (which opinion shall be made after consultation with appropriate professionals)

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and which shall be given to Tenant within TWENTY (20) DAYS from the happening of such damage, the damage or destruction is such that more than fifty percent (50%) of the Leased Premises are capable of being used for the purposes for which leased, Landlord shall use due diligence to rebuild the Leased Premises and Tenant shall not have any right to surrender possession of the Leased Premises, terminate this Lease or violate any of its provisions, but until the damage has been repaired, the rent shall abate in proportion to that part of the Leased Premises which is rendered unfit for occupancy bears to the whole of the Leased Premises.

6. **Liability Insurance.** Tenant agrees to maintain throughout the term of this Lease, at Tenant's cost, a policy or policies of general liability insurance, naming as insured both Landlord and Tenant, against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, except for claims, demands or damages resulting from the intentional or negligent acts or omissions of the other party or its agents, which may have or be claimed to have occurred in or about the Leased Premises, in the amount of not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons, in any single accident, and for not less than One Million Dollars (\$1,000,000) for damage to or destruction of loss of property. The Tenant shall deliver to the Landlord a certificate of such insurance coverage by the Lease Commencement Date and upon the commencement of each Lease Year thereafter.

If provided by Landlord, Tenant shall comply with the reasonable rules and requirements of all insurance companies having policies of any kind whatsoever in effect covering the Premises, including policies insuring against tort liability.

Tenant shall not do or commit any act upon the Premises or bring into or keep upon the Leased Premises any article which will affect the fire risk or increase the rate of fire insurance or other insurance on the Premises. In no event shall any flammable materials, explosives, or hazardous or toxic materials or substances be taken into the Leased Premises and retained therein. Should the rate of any type of insurance on Landlord's Premises be increased by reason of violation of this Lease by Tenant or by the use made of the Leased Premises by Tenant, Landlord, in addition to all other remedies, may pay the amount of such increase and the amount so paid shall be paid by Tenant in accordance with Paragraph 4.2 of the Lease.

Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Premises or adjoining property, or in any manner growing out of or connected with the Tenant's use of the Premises, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assigns. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects the Landlord or Tenant or both. Landlord and Tenant shall each attempt in good faith obtain a waiver of subrogation in favor of the other under any policy of insurance to which this paragraph may apply; provided that neither party shall be obligated to obtain a waiver of subrogation if the other party is unable to obtain such a waiver. Nothing in this paragraph shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible.

7. **Force Majeure.** Landlord shall not be liable for failure to perform any of its obligations hereunder, or for damage or loss to the Tenant if such failure, damage or loss is caused by Acts of God or of the State, fire or other casualty, war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances, or circumstances attributable to the Tenant or other emergency or cause beyond the reasonable control of Landlord.

Tenant shall not be liable for failure to perform any of its obligations hereunder, or for damage or loss to the Landlord if such failure, damage or loss is caused by Acts of God or of the State, fire or other casualty, war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances, or circumstances attributable to the Landlord or other emergency or cause beyond the reasonable control of Tenant.

8. **Indemnification.** Tenant shall indemnify and hold Landlord harmless against any and all claims, damages, suits or causes of action for damages, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or for loss of life sustained in or about the Leased Premises or the Premises from any act or failure to act by Tenant or Tenant's agents, officers, employees, contractors, customers or other persons. Tenant shall, if Landlord so determines and requires, at Tenant's own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be implicated in connection with any such acts or

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omissions.

9. **Inspection.** Tenant agrees that Landlord and its agents and other representatives, shall have the right to enter into and upon the Leased Premises, or any part thereof, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation or the repair of any part or portion of the building of which the Leased Premises are a part. Tenant will also permit Landlord, upon reasonable notice and at all reasonable hours, to show the Leased Premises to prospective purchasers and tenants. At any time within six months prior to the expiration of this Lease or upon termination for default, Tenant will permit reasonable notices of lease or sale to be affixed to any part of the Leased Premises.

10. **Assignment and Subletting.** Tenant shall not assign, mortgage, pledge or encumber this Lease or the Leased Premises, or sublet the whole or any part of the Leased Premises, without Landlord's prior written consent.

11. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than any rents or sums herein stipulated shall be deemed to be other than an account of the earliest stipulated rents or sums, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or any sums be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

12. **Default.** If any one or more of the following events (herein sometimes referred to as "events of default") shall happen, and notwithstanding any special considerations specified in paragraph 2 of the Lease:

(a) If default shall be made in the due punctual payment of any rent payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of fourteen (14) days after the due date; or

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing subparagraph (a) of this Paragraph 12, for a period of thirty (30) days after written notice from Landlord to Tenant by certified mail, return receipt requested, or by personal delivery specifying the items in default, or in the case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, if Tenant fails to commence within said thirty (30) day period thereafter to prosecute the curing of such default with due diligence (it being intended in connection with a default not susceptible of being cured with due diligence within said thirty (30) day period, that the time of Tenant within which to cure the same with due diligence shall be extended for such period as reasonably determined by Landlord); or

(c) **Holding Over.** If Tenant remains in possession of the Leased Premises or any part thereof, after expiration of the term hereof or after the termination of the Lease for default, no renewal or extension of this Lease shall result therefrom unless Landlord agrees in writing to such possession and Landlord and Tenant agree in writing to the terms and conditions of such renewal or extension. If Landlord shall not consent to Tenant remaining in possession of the Premises or any part thereof after the expiration of the term hereof or after the termination of the Lease for default, or if Landlord and Tenant cannot agree in writing to the terms and conditions of renewal or extension, including agreement as to rents for any option term, then Tenant shall be a tenant at will for the period from the date of expiration of the term or the termination of the Lease for default until the day Tenant surrenders possession of the Premises. Tenant hereby agrees that such tenancy at will shall be upon all the same terms, conditions, and covenants of this Lease, except that the "Base Annual Rent" in effect immediately before expiration of the term of the Lease or immediately before the termination of the Lease for default shall be doubled. In addition, Tenant agrees to pay Landlord's attorney's fees and related costs if Landlord must take legal action to evict or eject Tenant who is holding over.

13. **Signs, Awnings and Canopies.** Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, nor any decoration, lettering or advertising matter on the glass of the exterior window or door of the Leased Premises, without first obtaining (i) Landlord's express written consent, which consent shall not be unreasonably withheld or delayed; and (ii) City of Burlington zoning and sign permit approval. If Landlord's consent is obtained, Tenant agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing, as may be approved, in good condition and repair at all times and in compliance with all zoning and sign regulations. Landlord expressly reserves the right, and Tenant acknowledges such

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right reserved to Landlord, to modify, alter, dismantle, relocate or otherwise amend the design, size, location and/or dimensions of the free standing master sign for the Entire Premises.

14. **Waste or Nuisance.** Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant in the Entire Premises. Further, the Tenant shall in no manner create any nuisance or trespass, nor take any action which will vitiate the insurance or increase the rate of insurance on the Entire Premises.

15. **Quiet Enjoyment.** Upon payment by the Tenant of the rents herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the lease term without hindrance or interruption by Landlord or Landlord's agents, or anyone claiming contrary to Landlord, subject, nevertheless, to the terms and conditions of this Lease and mortgages and other matters to which this Lease is subordinate and subject to Landlord's reserved rights, all of which are hereby consented to by Tenant, including, but not limited to, (a) the right to grant to anyone the exclusive right to conduct any particular business or undertaking in the Entire Premises not inconsistent with Tenant's then actual use of the Premises; and (b) the exclusive right to use, convey and/or lease the air and subsurface rights and the sidewalks and other exterior areas of the Entire Premises. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or of Tenant's use or occupancy of the Premises.

16. **Governmental Regulations.** Tenant, at Tenant's sole cost and expense, shall comply with all requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant's use of said Leased Premises.

17. **Hazardous Material(s).** Tenant hereby agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively, "Tenant Affiliates"), throughout the term of this Lease, shall be in all respects in compliance with all Applicable Law then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material (defined below).

(a) In the event Tenant, or Tenant's Affiliates, fail to comply with any Applicable Law or other requirements regarding protection of the environment, public health, or safety, Tenant further agrees to indemnify, defend and hold Landlord harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Term of this Lease, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion of either thereof as a result of such failure by Tenant or Tenant's Affiliates.

(b) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any Applicable Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or Tenant Affiliates, then, at Landlord's option, either Tenant shall perform or cause to be performed the Remedial Work in compliance with such Applicable Law or Landlord may cause the Remedial Work to be performed and Tenant shall reimburse Landlord within ten (10) days of demand therefor. All Remedial Work performed by Tenant shall be performed by one or more contractors, selected by Tenant and approved in advance in writing by Landlord, and under the supervision of a consulting engineer selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), the consulting engineer, and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. Nothing in this Subsection shall affect any of Landlord's rights (or Tenant's obligations) pursuant to the other provisions of this Paragraph 17 above or elsewhere in this Lease.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or

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becomes regulated by any local governmental authority, the State of Vermont or the United States Government, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any Applicable Law; (ii) petroleum; or (iii) asbestos.

"Applicable Laws" or "Applicable Law" means any and all federal, state and local laws, statutes, codes, rules, regulations, orders, conditions or ordinances imposed or established by any governmental entity, agency or division or any court of competent jurisdiction relative or otherwise applicable to the zoning or environmental condition of the Entire Premises or the Premises, construction, leasing or use of the same or any building thereon, now or hereafter promulgated, affecting the Entire Premises or the Premises.

18. **Successors and Assigns.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Paragraph 10 hereof.

19. **Waiver.** The waiver by either party of any breach by the other 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. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless such waiver be in writing, notwithstanding the passage of time.

The subsequent acceptance of rent or other sums hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental or sum so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent or other sum.

20. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by the party against whom such alteration, amendment, change or addition is to be enforced.

21. **Personal Liability.** If Landlord or any successor in interest of Landlord shall be a mortgagee or an individual, joint venture, tenancy in common, firm or partnership, general or limited, it is specifically understood on the part of such mortgagee or such individual or on the part of the members of such firm, partnership or joint venture that with respect to any of the terms, covenants, and conditions of this Lease, Tenant shall look solely to the equity of Landlord or such successor in interest in the Entire Premises, or to the leasehold estate of Landlord or such successor therein, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

22. **Captions, Headings.** The captions, section numbers and headings appearing in this Lease are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such sections or articles, nor in any way affect this Lease.

23. **Partial Invalidity.** If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. **Recording.** Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of a Memorandum of Lease or Redacted Lease for the purposes of recordation. Said Memorandum of Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate such other terms (except rental terms) as the parties deem necessary.

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25. Consent to Jurisdiction; Waiver. TENANT HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO PERSONAL JURISDICTION IN CHITTENDEN COUNTY IN THE STATE OF VERMONT OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, AND (B) WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE (I) TO OBJECT TO JURISDICTION WITHIN THE STATE OF VERMONT OR VENUE WITHIN THE STATE OF VERMONT, AND (II) TO THE RIGHT, IF ANY, TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES. THE TENANT AGREES THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED DIRECTED TO THE TENANT AT THE ADDRESS SET FORTH IN THIS LEASE, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL BE SO MAILED. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT THE LANDLORD FROM BRINGING ANY SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST THE TENANT, AND AGAINST ANY PROPERTY OF THE TENANT, IN ANY COUNTY OF VERMONT OR ANY OTHER STATE OR FOREIGN COUNTRY. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY OTHER JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE STATE OF VERMONT SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF THE TENANT AND THE LANDLORD HEREUNDER OR THE SUBMISSION HEREIN BY THE TENANT TO PERSONAL JURISDICTION WITHIN THE STATE OF VERMONT.

THE TENANT ACKNOWLEDGES THAT THE LEASE IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER APPLICABLE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE LANDLORD MAY DESIRE TO USE.

26. Subordination of Lease. Tenant agrees and acknowledges that this Lease is subordinate to any and all existing mortgages recorded and constituting a lien against Leased Premises and property and further acknowledges and agrees that this Lease shall be automatically subordinate to any future mortgage lien of record against said Leased Premises and property or any portion thereof. Tenant further agrees to execute, within fifteen (15) days after a request therefor, any and all documents required by any party or financial institution to confirm such subordination. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

Tenant shall, if provided to it and at its expense, comply with all reasonable requirements and notices of any financial institution(s) providing funds to finance or refinance the construction of the Entire Premises or providing funds for the permanent financing or refinancing of the Entire Premises, respecting all matters of occupancy, use, condition or maintenance of the Premises provided the same shall not unreasonably interfere with the conduct of Tenant's business nor materially limit or affect the rights of the parties under this Lease. In addition, notwithstanding acceptance and execution of this Lease by the parties hereto, it is understood and agreed that the terms hereof shall be automatically deemed modified, if so required, for the purpose of complying with or fulfilling the reasonable requirements of any lender secured by a mortgage or deed of trust which may now or hereafter be placed or secured upon the Entire Premises by any financial institution providing funds to finance or refinance the construction of the Entire Premises or providing funds for the permanent financing or refinancing of the Entire Premises; provided, however, that such modifications shall not be in material derogation or diminution of any of the rights of the parties hereunder, nor materially increase any of the obligations or liabilities of the parties hereunder. In the event that any lender requires changes to this Lease as described above, Landlord may submit to Tenant a written amendment to this Lease incorporating such changes, and Tenant hereby covenants and agrees to execute, acknowledge and deliver such amendments to Landlord within fifteen (15) days after Tenant's receipt thereof.

Landlord will use its good faith reasonable best efforts to obtain from any mortgagee an agreement in which mortgagee will attorn to the rights of Tenant under this lease.

27. Condemnation or Eminent Domain. If, at any time during this Lease or extension thereof, title to a substantial portion (defined as the untaken part being insufficient for economic or feasible operation by Tenant) of the Leased Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking in condemnation"), this Lease shall terminate and expire on the date of such taking and the rent shall be apportioned and paid to the date of such taking. Any

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award for the value of the land, buildings and improvements (except for any fixtures that are the property of Tenant) and loss of rent from Tenant shall belong to Landlord. Any award for loss of rentals on subleases shall belong to Tenant.

If the title to less than a substantial portion of the Leased Premises shall be taken in condemnation so that the business conducted on said Premises can be continued without diminution, this Lease shall continue in full force and effect. If the taking is not considered a substantial portion but does result in a diminution of the business conducted by Tenant, then the Lease shall continue but the net rent from and after the date of the vesting of title in the condemnor shall be equitably reduced in the proportion that the area of the part taken or condemned bears to the total area of the Leased Premises immediately prior to such condemnation. Any award for the value of the land, buildings and improvements and for loss of rent from Tenant shall belong to Landlord. Any award or loss of rentals on subleases or Tenant improvements shall belong to Tenant.

28. Joint and Several Liability. In the event that two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that the Tenant named in this Lease shall be a partnership or other business association, the members of which are by virtue of statute or general law subject to personal liability, then, and in that event, the liability of each such member shall be deemed to be joint and several, except as provided in Paragraph 21. Notwithstanding any other provisions hereof, or of any rule or provision of law, the failure or refusal by Landlord to proceed, in the event of a breach or default by Tenant, against all the individuals, corporations, partnerships or other business associations comprising the Tenant (or any combination of two or more thereof) or against one or more of the Guarantors, if any, hereof shall not be deemed to be a release or waiver of any rights which Landlord may possess against such other individuals, corporations, partnerships, or associations not so proceeded against nor shall the granting by Landlord of a release of, or execution of a covenant not to sue, any one or more of the individuals, corporations, partnerships, or other business associations comprising the Tenant (or any combination of two or more thereof) or the Guarantors, if any, constitute a release or waiver, in whole or in part, of any rights which Landlord may possess against such other individuals, corporations, partnerships, or associations not so released or granted a covenant not to sue.

29. Estoppel Certificates. Tenant shall, without charge, at any time, and from time to time, within fifteen (15) days after receipt of request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying to Landlord, any mortgagee, ground lessor, assignee of a mortgagee or ground lessor, or any purchaser of the Entire Premises or any other person designated by Landlord, as of the date of such estoppel certificate, the following: (a) whether or not Tenant is in possession of the Premises; (b) whether or not this Lease is unmodified and in full force and effect (or if there has been a modification, that the Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any set-offs or defenses against the enforcement of any right hereunder (and, if so, specifying the same in detail); (d) the dates, if any, to which any rent or other charges have been paid in advance; (e) that Tenant has no knowledge of any then uncured defaults on the part of Landlord of Landlord's obligations under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (f) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); and (g) the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by Landlord or any prospective purchaser or mortgagee of the Entire Premises or any part thereof or estate therein. Tenant acknowledges that time is of the essence as to the delivery of such statements by Tenant and that Tenant's failure or refusal to do so may result in substantial damages to Landlord resulting from, for example, delays suffered by Landlord in obtaining financing or refinancing secured by the Entire Premises. In addition, Tenant's failure or refusal to deliver such certificates within the time period aforesaid shall be conclusive evidence as against Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance of obligations hereunder, and (iii) that not more than one month's installment of Base Annual Rent has been paid in advance of the due date. If there are reasonable legal expenses incurred by the Tenant as it relates to the estoppel certificate, then those reasonable legal expenses shall be paid to the Tenant by the Landlord.

30. Consent to Improvements, Alterations, or Expansion. Tenant agrees not to contest, appear as an adverse party, or in any other manner oppose or appeal, any application made by Landlord, or its designated agents or employees (Landlord Affiliates) to any governmental or municipal entity, board, commission or officer for improvements, alterations or expansion of or to the Entire Premises not in conflict with this Lease. Nothing herein shall be deemed to waive Tenant's land use and other regulatory authority over the Landlord Affiliates and the Premises.

Tenants Initials SMJ

MML CB Landlord Initials



Burlington Lead Program
149 Church St. Room 32
Burlington, VT 05401
802-865-LEAD (5323)

Memorandum

Date: February 17, 2026 and March 9, 2026
To: Board of Finance and City Council
From: Margaret Williams, Lead Program Manager
CC: Kara Alnasrawi, CEDO Director

RE: Request for Exemption from the City's Livable Wage Ordinance Requirement for Paid Vacation

Background: JM Environmental is a small, family-owned and run, Vermont-based lead abatement firm that has been working with the Burlington Lead Program for over 10 years, reducing lead-based paint hazards in the homes of Burlington residents. JM Environmental is one of three lead abatement firms licensed in Vermont that work on residential properties. JM Environmental's work with BLP is dependent on grant cycles and primarily seasonal; as a result, the majority of employees are part-time or seasonal.

JM Environmental pays their employees above the livable wage but does not offer paid time off; staff are provided other benefits such as assistance with housing and vehicles. Due to the limited number of lead abatement firms serving the entire state, and the need to address lead poisoning as soon as it is discovered, the Burlington Lead Program feels that acquiring 3 competitive bids allows the City to provide the best services in the most timely manner possible.

Motion:

Board of Finance: To approve and refer to City Council for approval that the Burlington Lead Program be allowed to solicit bids from and contract out with JM Environmental with a waiver of the paid vacation portion of the livable wage ordinance.

City Council: To approve JM Environmental's request for a livable wage exemption.

JM Environmental
31 Lafayette St
Rutland, VT 05701

December 17, 2025

Subject: Request for Exemption from Article VI (Livable Wages) of Chapter 21, of the Burlington Code of Ordinances

Dear Katherine Schad,

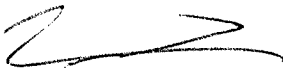
Over the course of 18 years my abatement firm, JM Environmental has worked with the Burlington Lead Program (BLP) to make over 225 homes in Burlington and Winooski safer for the occupants. We have replaced hundreds of lead painted windows, spend hundreds of hours on exterior paint stabilization and striped too many window sills to count. I would like to continue to bid on BLP projects and have the opportunity to win bids that equal over \$50,000.

I am writing to request an exemption to the City of Burlington Livable Wage Ordinance. JM Environmental is a small lead abatement firm based in Rutland, VT. The basis for this request is that offering 12 days of paid time off per year to employees would be an economic hardship. As a small firm with 3 employees including nuclear family members, and costly overhead with very expensive insurance there would be a slim profit margin if I were to pay for over two weeks' vacation per year per employee. The employees earn over the City of Burlington livable wage of \$22.11/ hour. In addition, residential lead abatement work is very niche and competitively bid so work is not guaranteed.

If you were not to approve an exemption to the Livable Wage ordinance the Burlington Lead Program would not be receiving competitive bids as one of the two abatement contractors would be ineligible for larger/ expensive projects which would hurt the Programs deliverables.

Sincerely,

Jesus Mancinas



Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Margaret Williams

Title/Subject: JM Environmental Livable Wage Ordinance Exemption Request

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	2/17/2026
<input checked="" type="checkbox"/> City Council	3/9/2026
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	2/10/2026	Will Clavelle
Mayor's Office	Yes	2/10/2026	Kara Alnasrawi
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/10/2026	Emmett Wood
CAO for budget, financing, and memo	Yes	2/11/2026	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MIANTENANCE DIVISION*

MEMORANDUM

To: Board of Finance

From: Chapin Spencer, Director Public Works
Lee Perry, Division Director, Maintenance Division

CC: Colby Delaire, AFSCME President
Katherine Schad, CAO
Erik Ramakrishnan, Assistant City Attorney

Date: February 17, 2026

Re: **Residential Recycling Contract Award & Future Consolidated Collection Study**

DPW is requesting the Board of Finance recommend approval of the attached resolution to the City Council. The resolution's approval would:

- Authorize the Director of Public Works to execute a service contract with Casella to collect residential recycling for a 7-year contract term
- Commit the City to undertaking a feasibility study of a fully consolidated collection system (including both publicly run and contracted models) starting in FY'28

The three top-line benefits of having the City's municipal recycling program served through a contract for the next 7 years are:

- 1) Protecting DPW's existing workforce from Recycling's continued operational challenges that have impacted workgroups across DPW with more reactive work, missed billable revenue and more stress.
- 2) Providing DPW the space away from day-to-day Recycling operations to dedicate the time to undertake a comprehensive consolidated collection study evaluating both publicly-run and contracted models for all residential solid waste (recycling, trash and compost).
- 3) Saving money for the City's FY'27 General Fund budget when compared to a sustainable City-staffed Recycling operation, while expanding services to customers.

Background:

Thank you for your engagement over the past year as we've been discussing how best to provide residential recycling service in Burlington. Past memoranda can be reviewed here:

- [July 14, 2025 Council Update](#)
- [November 25, 2025 TEUC Update](#)
- [December 15, 2025 Council Update](#)

Also, AFSCME, the Union representing many DPW workers, provided an insightful memo to City Councilors last week. The memo is a part of this packet for review. The voices of DPW's front line staff members have continued to motivate DPW leadership to find a more permanent resolution to their operational frustrations over the last five years.

Procurement summary: After DPW did not receive any competitive recycling collection bids from a September 2025 RFPQ for 3- and 5-year contract terms, DPW posted a new RFPQ for a 7-year contract term on November 3, 2025 that sought to address concerns we'd heard from haulers. Casella was the only bidder and submitted a price quote for a 7-year contract to collect City wide recycling based off collecting up to 13,000 residential dwelling units (RDU's) for an amount of \$90,133.33 per month (\$1,081,600 annually) in the first year. Other contract terms are below and attached.

Casella's November 14, 2025 proposal was good for 60 days (until January 14, 2026). In January, DPW requested an additional 30 days (until February 14, 2026). Casella has indicated a willingness to offer yet another extension through February 28, 2026 to allow the Board of Finance to consider this item on February 9 and City Council to consider this item on February 17. We have heard from Casella a concern that they won't be able to honor the same price quote or meet the January 1, 2027 service start unless the Council acts this month.

Financial Considerations:

In December 2025, DPW leadership developed two versions of a preliminary annual budget to see how a sustainably resourced City-run recycling service would compare financially to a contracted service quoted by Casella. The document we shared with the DPW Commission, the Transportation, Energy & Utilities Committee, and City Council in December showed approximately a \$140,000 net benefit from the contract model.

Since the bid timing had a January 1, 2027 start date, which is half-way through the City's FY27 fiscal year, DPW leadership developed a side-by-side comparison evaluating the difference between FY27 estimated budget lines between operating a full year of City-run service versus six months of City-run service and six months of contracted service. The contract model again came out ahead by approximately \$198,000. The financial comparison is attached. The major drivers that make contracting in FY27 more advantageous include:

- Street Maintenance is projected to increase billable work production by \$50,000
- Equipment Maintenance is projected to increase billable repair work by \$25,000
- Not having to budget for the 6 Recycling positions (sustainable model) will lower payroll and associated benefits by approximately \$600,000
- Not having to lease 2 new recycling vehicles, and continue payments on our 2 existing vehicles, will save approximately \$130,000 in lease payments

While the FY'27 budget is still in development, DPW has produced a budget for the Administration that has the City's Recycling service undertaken through a contract and does not increase the Solid

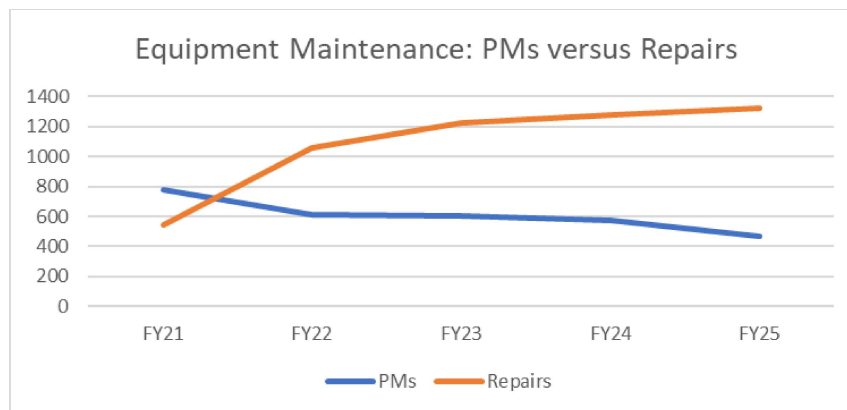
Waste Generation Tax further after last year's 70% increase. If we were to keep Recycling operation in-house and fund it sustainably, we would need to find an additional ~\$198,000 – which would likely require a further increase to the SWGT (~11% increase) or cutting 2-3 positions outside of Recycling.

There is a related solid waste issue that DPW will be working with the Transportation, Energy & Utilities Committee (TEUC) to bring a recommendation to the City Council hopefully prior to the start of FY'27 -- it is who pays the Solid Waste Generation Tax (SWGT). Historically the tax has only been passed along from the haulers to residential customers who have received City recycling collection. Ordinance, however, has language stating that all residents receiving trash service should be paying the SWGT. DPW staff will work with the TEUC to determine how broadly the SWGT should be applied, whether the SWGT rate that was increased 70% last year can be recalibrated, and whether there should be a lower-tier tax rate for residents not receiving City recycling services, but who are still benefiting from the City's other solid waste services.

Operational Considerations:

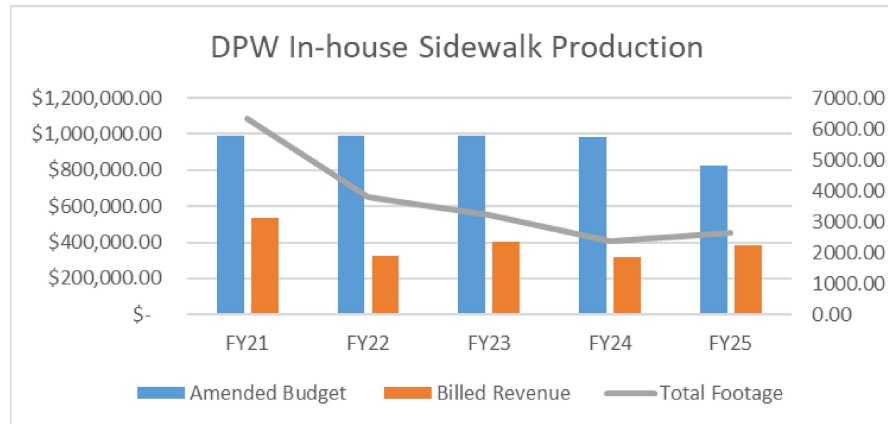
As mentioned in previous memos, DPW has broad responsibilities and after many years of tight budgeting, our department is showing significant operational strain. Choosing to keep the Recycling program in-house during the very challenging FY'27 budget year, and not take advantage of contracting's financial benefits and our ability to reassign Recycling staff within our department without layoffs, will force more difficult decisions with greater impacts as part of the budget process. Examples of the current strain within DPW include:

Equipment Maintenance, which maintains most of the City fleet, has struggled with a growing municipal fleet, persistent technician openings, and a lack of capital funding resulting in an aging fleet. These intersecting challenges along with a flat operational budget have resulted in clear pressures where we are doing less preventative maintenance (PM) on our vehicles because reactive repairs are more and more frequent. The result is a less dependable fleet and a less cost-effective maintenance operation.



While the 4 Recycling vehicles are less than 2% of the City's 240 vehicle fleet, they are currently taking nearly 10% of the technicians' wrench time. This outsized impact is due to the vehicles constant daily service, their age, and the necessity to have them on the road as we do not have other vehicles to fill in.

Street Maintenance, which is essentially the City's billable construction contractor when not plowing snow, has struggled to meet its revenue and production goals for the General Fund over the last five years as its team has continued to get pulled away to backfill recycling.



Note: While this chart shows a stark shortfall in sidewalk production, DPW Street Maintenance has been able to get much closer to the annual billable budget goals for Water Resources work which is harder to contract out.

AFSCME's recent letter to City Councilors helps explain these challenges from staff's perspective. I appreciate AFSCME's willingness to share these insights in writing.

Bidder is Ready to Offer New Services:

Besides the financial and operational benefits internal to City government of contracting this one distinct municipal service, Casella is prepared to offer additional services to the public that we have not been able to offer:

- Holiday Service: Casella will provide recycling pick-up service on a holiday or will make up the service on the Saturday following a holiday. DPW has not had the resources to arrange make-up service for those who didn't get service on a holiday. We have received requests for this, especially after the Christmas holiday when recycling bins are overflowing, but we couldn't make this happen.
- Back-door / Custom Service: Casella is prepared to offer additional products to customers such as back door service. This, or any additional service, would be arranged directly between Casella and the customer. DPW's Recycling program does not offer back door service.

Contractor References & Contract Performance:

We spoke to municipal leads for solid waste collection in the cities of Concord, NH and Worcester, MA who have contracted with Casella for their solid waste collection needs. Both spoke highly of Casella's performance and dependability. Concord is a great comparable New England community as they have nearly an identical population to Burlington. They've had Casella collection for 12 years. No substantive concerns. Casella had some turnover on the local level in Concord, but the municipal representative said that "Casella hires well". Closer to Burlington, Fairfax, VT contracts with Casella for residential consolidated collection. We also spoke to a former DPW Division Director who lives in Fairfax, VT and has been very pleased with the Town's consolidated trash and recycling collection run by Casella.

Contract Provisions:

Through the bid process, there were several terms that required further negotiation. The following list is a summary of the edits that are in the modified contract / amended proposal:

- Price per residential dwelling units above 13,000: Casella's bid proposed further negotiation if the number of served RDUs increased above 13,000. DPW leadership sought to address the terms now to prevent future negotiations. Casella first proposed \$6.87 per RDU (which was their per RDU bid price), but we settled on \$4.33 per RDU after discussing the fixed vs. variable cost of the additional service.
- Annual Inflator: Instead of using the consumer price index – Urban (CPI-U), we settled on the higher of 4% or the “Consumer Price Index – Garbage and Trash” as reported by the Bureau of Labor Statistics.
- Fuel Surcharge: As was allowed in the RFPQ, Casella proposed a formula to compensate for potential fuel increases with a “Floor Price” on which surcharges will be calculated. Their original Floor Price was \$3.50/gallon. We settled on a Floor Price of \$3.99 as that was the price per gallon for diesel during the month their proposal was submitted (November 2025). Note that we adjusted language so that the annual inflator above and the fuel surcharge aren't stacked.
- Optional Contract Extension: Casella sought a 3-year optional extension and we settled on 2 18-month extensions, but only if agreed to by both parties, so the City is in control of whether to grant any extension.
- Electrification of the Fleet: Casella is committing to pursuing grants that would fund EV collection vehicles. If they secure grants for such electrification prior to starting service, they will prioritize acquiring EVs for Burlington's recycling collection service as they know this would be a well-received investment in Burlington's climate goals.

Commitment to Evaluate a full Consolidated Collection System:

DPW has heard clear interest from several Councilors in evaluating a residential consolidated collection of trash, recycling and compost. If we can achieve a contracted recycling service for January 1, 2027, DPW will budget time and funding to launch an updated feasibility study for both a municipally-run and contracted residential consolidated collection service within FY'28. If we are able to forge a policy path in the 18 months that follow, there would still be 4 years to finalize plans, secure any local or state approvals, and implement the desired service by the time the 7-year contract ended.

If a municipally-run consolidated collection system is ultimately advanced, DPW leadership believes that such a business unit be established as an enterprise fund within City government. The challenge of the current Recycling program is that it is embedded within the many competing demands within the General Fund. Setting up an enterprise fund and associated operation has many steps that will take several years, so the currently proposed 7-year contract length should reasonably match the end of a consolidated collection implementation timeline.

We additionally have heard concern from some Councilors that contracting the City's recycling service would make it hard to return to a City-staffed model of collection. DPW leadership sees future opportunity to return to City-staffed consolidated collection service in the future.

- City Ordinance makes it clear that the City has the regulatory authority to manage how solid waste gets collected in the City – and nothing in the proposed 7-year contract changes this.
- The proposed 7-year contract would still have the City selling recycling carts to the public and overseeing the contractor's operation. Yes, two employees would be shifted into other roles, but the only assets we'd sell would be the 2 of our 4 trucks that still have some value. This is not a large liquidation that would be hard to regain.

- The current fractured system of trash, recycling and organics collection, and the associated interests of the various stakeholders, is the large barrier to a fully consolidated system – more than whether the City’s recycling service is staffed by City workers or contractors over the next 7 years. Finding a way to give City staff and policy makers space to undertake a thorough feasibility study and help the public weigh in on complicated public policy decisions is essential to consolidated collection’s success.

Director Recommendation:

Based on all the work to date, the insightful perspective from AFSCME, and the reasonableness of the Casella price quote, it is my recommendation that the City is best served by executing a 7-year contract with Casella. My main reasons are as follows:

- Our staff who have been on the front line tirelessly keeping this Recycling service going have been asking for relief and a more durable solution. Despite the number of steps we have taken together to try and make the Recycling program more resilient and more sustainable, the program remains a drain on DPW operations generally. This affects residents because there are fewer staff available to maintain streets.
- There is a strong interest from the Administration, Council, the Commission and the public to have DPW be able to tackle the policy and program challenges of today and the future. The broader and more complex our daily operational duties are, especially within the currently constrained General Fund, the more management’s time is taken up by these services.
- It won’t cost more to residents. There remains a structural General Fund budget gap driven in significant part due to labor and benefit costs growing far faster than revenues. Adding two additional FTEs to attain a sustainable municipally-run Recycling program will put further long-term pressure on the General Fund’s operating budget which will increase taxes for property owners.
- Casella will be able to provide expanded service to residents – holiday and back door pick up.

We are available to talk through any of this or answer questions. Don’t hesitate to reach out.

Recommended BOF Motion:

- To approve the attached resolution and recommend that the City Council waive the reading and adopt the resolution.

DPW Projected Contract Payments for a Contracted Recycling Collection Service (2-13-26)

LOWER INFLATION SCENARIO: 4% or under inflation

Year	Base Yearly Contract	4% Inflatior on 89.7% of Contract	Adjusted Yearly Contract	YOY Cost Increase
CY2027	\$1,081,599.96	\$0.00	\$1,081,599.96	0.00%
CY2028	\$1,081,599.96	\$38,807.81	\$1,120,407.77	3.59%
CY2029	\$1,120,407.77	\$40,200.23	\$1,160,608.00	3.59%
CY2030	\$1,160,608.00	\$41,642.61	\$1,202,250.61	3.59%
CY2031	\$1,202,250.61	\$43,136.75	\$1,245,387.36	3.59%
CY2032	\$1,245,387.36	\$44,684.50	\$1,290,071.86	3.59%
CY2033	\$1,290,071.86	\$46,287.78	\$1,336,359.64	3.59%
AVG				4.00%

FUEL SURCHARGE: If fuel inflation is average of 2.26%

Diesel Price / Gallon	Projected Annual Fuel Surcharge	Total Cost w/ Fuel Surcharge	YOY Total Cost Increase
\$4.08	\$2,517.75	\$1,084,117.71	0.23%
\$4.17	\$5,092.40	\$1,125,500.16	4.06%
\$4.27	\$8,002.42	\$1,168,610.41	4.30%
\$4.36	\$11,178.55	\$1,213,429.16	4.55%
\$4.46	\$14,639.93	\$1,260,027.30	4.81%
\$4.56	\$18,406.96	\$1,308,478.82	5.07%
\$4.67	\$22,501.36	\$1,358,861.00	5.33%
			4.05%

HIGHER INFLATION SCENARIO: 5% average inflation

Year	Base Yearly Contract	5% Inflatior on 89.7% of Contract	Adjusted Yearly Contract	YOY Cost Increase
CY2027	\$1,081,599.96	\$0.00	\$1,081,599.96	0.00%
CY2028	\$1,081,599.96	\$48,509.76	\$1,130,109.72	4.49%
CY2029	\$1,130,109.72	\$50,685.42	\$1,180,795.14	4.49%
CY2030	\$1,180,795.14	\$52,958.66	\$1,233,753.80	4.49%
CY2031	\$1,233,753.80	\$55,333.86	\$1,289,087.66	4.49%
CY2032	\$1,289,087.66	\$57,815.58	\$1,346,903.24	4.49%
CY2033	\$1,346,903.24	\$60,408.61	\$1,407,311.85	4.49%
AVG				5.94%

FUEL SURCHARGE: If fuel inflation is average of 4.63%

Diesel Price / Gallon	Projected Annual Fuel Surcharge	Total Cost w/ Fuel Surcharge	YOY Total Cost Increase
\$4.17	\$5,158.04	\$1,086,758.00	0.48%
\$4.37	\$10,554.90	\$1,140,664.62	5.46%
\$4.57	\$16,928.28	\$1,197,723.42	5.98%
\$4.78	\$24,137.54	\$1,257,891.34	6.53%
\$5.00	\$32,271.45	\$1,321,359.10	7.10%
\$5.23	\$41,427.53	\$1,388,330.77	7.70%
\$5.48	\$51,712.92	\$1,459,024.78	8.32%
			5.94%

CONTEXT: DPW Annual GF Budget

Fiscal Year	Budget	Notes	YOY % Change
FY2022	\$8,660,288.00		
FY2023	\$9,591,565.00	Removed 1 time totter funds	10.75%
FY2024	\$9,534,537.73		-0.59%
FY2025	\$10,464,993.00		9.76%
FY2026	\$10,799,426.00	Removed new 201 Flynn + landfill costs	3.20%
AVG			5.78%

CONTEXT: Historical Annual Inflation for Diesel Fuel

Sourcekey	U.S. No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	East Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	New England (PA00 1A) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
2/15/2007			2.628
1/15/2008			3.611
1/15/2009			2.606
1/15/2010			3.031
1/15/2011			3.536
1/15/2012			4.049
1/15/2013			4.165
1/15/2014			4.128
1/15/2015			3.143
1/15/2016			2.299
1/15/2017			2.671
1/15/2018			3.099
1/15/2019			3.201
1/15/2020			3.127
1/15/2021			2.726
1/15/2022			3.711
1/15/2023			5.195
1/15/2024			4.306
1/15/2025			3.874
1/15/2026			4.015
		Change in Diesel from 2017 - 2026	2.26%
		Change in Diesel from 2017 - 2025	4.63%

CONTEXT: Consumer Price Index - Urban

Year	YOY % Change
CY2021	1.4%
CY2022	7.5%
CY2023	6.4%
CY2024	3.1%
CY2025	3.0%
AVG	4.3%

*YoY % change as reported by BLS for All Urban Consumers (each January)

Recycling Options - FY'27 Projected Budget Line Differences

The following budget lines are ones in DPW's GF FY'27 budget that would be different under the two options.

Budget Line	Which DPW Program Budget	OPTION A: FY27 6 months staffed, 6 months contracted	Notes	OPTION B: FY27 Sustainable City Operation	Notes	Net
REVENUES						
Recycling	Recycling	\$10,000	Net revenue from selling the 2 trucks that still have value	\$0	Not selling trucks	\$10,000
Street Maint.	Street Maintenance	\$800,000	Field Techs projected to do more billable work (sidewalk construction, catch basin replacement, etc.) once they don't get pulled into Recycling. FY'27 billable rate per Field Techs is \$71/hr, so 400 hours of additional work (plus equipment cost) earns +\$50K.	\$750,000	Projecting less billable work while building up Recycling into more sustainable team. Will be able to do more billable work once Recycling team fully staffed and trained.	\$50,000
Equipment Maint.	Equipment Maintenance	\$625,000	Fleet Techs can do more billable work (on Traffic/Water/BED vehicles) once old Recycling Fleet is sold / scrapped. Fleet Techs bill @ \$100/hr to non-GF depts.	\$600,000	Fleet Techs will do less billable work for Traffic/Water/BED while nursing old recycling equipment until new equipment arrives (~2 years)	\$25,000
NET REV. BENEFIT						\$85,000
EXPENSES						
Labor - Recycling	Recycling	\$191,160	Budgeting 4 Workers for ~7 mo. (1 month for transitional work) @\$40,000/ Worker, 30% of Div. Director for 12 mo. If we can't fill all Recycling Worker positions, will try to hire seasonals (\$30-35/hr) to bring gap. *	\$420,869	\$420K represents sustainable staffing (4 Workers, 1 Working Foreperson, 1 Manager, 30% of Div. Director). Each Worker is ~\$61,000. The Working Foreperson is ~\$75,000. The Manager is ~\$93,000.*	-\$229,709
Benes: Health, Dental, Retirement, Life	DPW Admin	\$76,464	40% of labor line	\$168,348	40% of labor line	-\$91,883
Fuel	Equipment Maintenance	\$290,107	Saves ~\$13K of fuel use in 6 months. 3 of 4 current vehicles are diesel.	\$303,670		-\$13,563
Parts	Equipment Maintenance	\$443,679	Saves ~\$23K of parts in 6 months. Based on actual repairs over last few years.	\$466,900		-\$23,221
Tires	Equipment Maintenance	\$63,608	Saves ~\$2,400 in tires in 6 months. This represents a full tire replacement on one of our four trucks.	\$66,000		-\$2,392
CNG Electricity**	Equipment Maintenance	\$34,845	Saves \$10K in electricity at CNG station. 1 of 4 vehicles runs on CNG.	\$44,845		-\$10,000
CNG Gas	Equipment Maintenance	\$26,320	Saves ~\$4K in CNG fuel	\$30,000		-\$3,680
Contracted Equip Repairs	Equipment Maintenance	\$143,241	Conservatively save \$5,609 in outside repairs	\$148,850		-\$5,609
Overtime	Recycling	\$17,500	Savings should be much greater	\$20,000		-\$2,500
Incentives	Recycling	\$20,000	Continuation of existing bonuses (\$2,000 hiring bonus, \$4/hr recycling premium for any Street Maintenance Worker covering any Recycling shift)	\$84,000	Larger hiring and referral bonuses to have better chance of filling positions (Hiring bonuses \$10-12K per position, Referral bonus ~\$2,000, Holiday premiums for 5 holidays, wellness bonus \$400 apiece, \$4/hr recycling premium for 1 Street Maint Worker covering for any Recycling shift) \$4/hr)	-\$64,000
Shift Differential	Recycling	\$52	This is pay for staff who work beyond their normal shift.	\$103		-\$52

Recycling Options - FY'27 Projected Budget Line Differences

Taxable Reimburse	Recycling	\$773		\$1,545		-\$773
Allowance Taxable	Recycling	\$1,545		\$4,800		-\$3,255
FICA	Recycling	\$17,950	7.65% of payroll above	\$40,925	Based on payroll above	-\$22,975
Worker's Comp	Recycling	\$4,583		\$12,626		-\$8,043
Truck Leases	Recycling	\$55,000	2 existing truck leases for 6 mos (confirmed amt with DFA)	\$180,000	4 leases for 4 trucks, 5-7 year leases	-\$125,000
Cons. Coll. Study	Recycling	\$0	Proposing to start in FY'28	\$0		\$0
Casella Contract	Recycling	\$546,198	6 months at contracted price + est. \$5,400 fuel surcharge	\$0	No contract	\$546,198
Communications	Recycling	\$2,000	Communicating the hauler change	\$0	No new communication needed	\$2,000
Truck Rental	Recycling	\$20,000	Short term rental for 6 mo, if needed	\$75,000	Longer term rental, if needed	-\$55,000
NET EXP. BENEFIT						-\$113,457
TOTAL NET BENEFIT						\$198,457

* The above scenarios are budgeted for fully staffed operation to ensure most sustainable program. If Option A only has two existing Recycling Workers continuing (those currently hired), labor costs would be ~\$80K less than the budgeted amount. For Option B, 6 FTEs are needed for sustainable operations, but if any positions are vacant, it will reduce labor line. That said, the Administration gives us annual 'attrition' lines in our budget, so we have to already plan for a number of open positions. DPW's FY'26 attrition line was \$174,000 and FY'25 was around \$300,000.

** DPW is evaluating whether we can decommission the CNG facility if we no longer need to fill the City's last remaining vehicle (recycling truck) with CNG. Still working with FTA to determine viability.



OFFICE OF THE PRESIDENT

AFSCME Local 1343

TO: Members of the City Council

FROM: Mr. Colby Delaire, AFSCME President

DATE: January 30, 2026

RE: Addressing the Sustainability of City Recycling Operations

To the Members of the City Council,

For the past five years, the City's recycling program has transitioned from a public service into an operational crisis. I am writing to you today because our frontline AFSCME staff have reached a breaking point. The current structure is not only inefficient—it is unsustainable for our workforce and the residents we serve.

The Current Operational Burden

The strain on our Equipment Maintenance division has become untenable. Currently, Maintenance Technicians are being pulled from their other primary duties on a constant basis to repair aging fleet vehicles. This has a direct, negative impact on:

- **Infrastructure:** Critical sidewalk construction and other city capital generating projects are being delayed.
- **Public Safety:** Vital snow plowing operations are hindered when staff are diverted.
- **Fleet Health:** Our mechanics are trapped in a cycle of "reactive repair" on four aging recycling trucks, preventing them from performing proactive preventative maintenance on the rest of the City's fleet.

This constant "firefighting" mode has led to increased burnout and the potential loss of long-term, experienced AFSCME members who may ultimately choose to leave the City for more stable environments.

Our Good-Faith Efforts

AFSCME has worked tirelessly with DPW Management to find internal solutions. We have supported reclassifying positions, adding staff, tiering field tech and foreperson roles to improve retention, and agreeing to MOUs for hiring and referral bonuses. Despite these collaborative efforts, recycling remains a disproportionate burden that compromises our core municipal services.

A Strategic Path Forward

In these difficult financial times, we must be pragmatic. AFSCME supports the **contracting out of the City's Recycling Program**, provided it is done with the absolute protection of our workforce. We have identified a path to transfer these operations without a single union layoff:

The two existing recycling workers can be immediately accommodated into current vacancies within Street Maintenance or any open city position they currently qualify for.

A Long-Term Vision

While we seek immediate relief, AFSCME remains committed to the future of the City's waste management. We energetically wish to participate in a comprehensive evaluation of a **fully consolidated collection system** (trash, recycling, and compost) operated by City staff. This approach would not only add several quality Union positions but make Burlington the model of a well thought out consolidated city run collection program. However, for such a model to work, it must:

1. Be established as a dedicated **Enterprise Fund** (similar to Water Resources) to ensure it does not drain the General Fund.
2. Be given the time and resources to be built correctly.

Our members need relief **now**. Transitioning recycling to a contractor today gives us the "breathing room" to collectively design a sustainable, long-term approach to solid waste for tomorrow.

We urge the Council to support this transition to protect our staff and the integrity of our City's infrastructure.

Sincerely,

Mr. Colby Delaire



President, AFSCME Local 1343

**CITY OF BURLINGTON REQUEST
FOR PRICE QUOTATIONS**

Issued: November 3, 2025

Due: November 14, 2025

I. PROJECT BACKGROUND

City of Burlington VT, RFPQ Citywide Residential Recycling Collection Services

II. SCOPE OF WORK

The City of Burlington is requesting multiple quotes for the contracted collection of citywide residential recycling for the periods starting

1. January 1, 2027, and continuing through December 31, 2033.

Price quotes will be provided for a seven (7) year contract, it being understood that this is not a sealed bid, and the City will decide the basis for award after reviewing responses to the RFPQ.

Quotes should include pricing for the pick-up and hauling of residential recycling from a minimum of 10,000 and a maximum of 13,000 residential dwelling units (RDUs) covering every street in the City. Currently 11,800 RDUs are served and approximately 2,807 tons of recycling is collected annually. For context, the City typically delivers service each day with three trucks each with single operators. Each truck has a capacity of 24 cubic yards and typically no truck has to do more than one trip to the transfer station per day. The City also requests an additional alternate quote for every other week (EOW) recycling service for the same number of residential dwelling units. No recycling will be collected from commercial or City of Burlington owned properties.

- **ZONES:** Collection of recycling shall occur on a daily basis and follow the current City of Burlington zone collection schedule. Detail on the daily zones can be found here: <https://burlingtonvt.maps.arcgis.com/apps/webappviewer/index.html?id=724c74c720c24fb28c72c1eab435956a>
- **CART OWNERSHIP & RESPONSIBILITY:** Carts will continue to be owned by residents and sold by the City of Burlington. The selected contractor will not need to provide customers with recycling totes. Any carts damaged by the contractor will be replaced by the City and billed to the contractor at cost. Residents will purchase carts from the City at city-established retail rates. Any carts that are stolen, or in poor condition due to age, shall be replaced by the resident at their expense.
- **APPROPRIATE STORAGE:** All recycling shall be contained within the residential units' recycling cart as stated in City ordinance Chapter 14-8, (a), and collected at the curbside

Chapter 14-8, (b), unless specified by resident request based on age and mobility issues Chapter 14-8 (e). No recycling left outside of the required recycling cart, in the greenspace or otherwise shall be collected. Materials left outside of the container will be clearly marked with a City-provided sticker, to explain to the resident why it was not collected. Any material that does not fall within accepted recycled material will also be clearly marked with a sticker to explain to the resident why it was not collected.

- ✓ SPECIAL PICKUP: The selected contractor will be required to provide special pickup (backdoor or porch service) to no more than 100 locations that have residents confirmed by the City to have age or mobility limitations. Currently there are 18 special pickup locations with a total of 49 toters. The City will provide the confirmed list to the selected contracted hauler.
- ✓ HOLIDAYS: Recycling shall be collected on all City of Burlington holidays excluding Christmas, Memorial Day, Independence Day, Labor Day, and Thanksgiving. The recycling for these 5 specific holidays shall be picked up immediately following the day of the observed holiday, unless the holiday falls on a weekend, and then pickup would be the next business day. Proposers can note exceptions where pickup on these holidays could be collected as part of the Proposers normally scheduled pickup practices.
- ✓ MISSED PICKUPS: Any missed recycling pickups will be forwarded to the hauler to reconcile. The contracted hauler will keep a written log of reported missed pickups, including the disposition of the service request, and provide said log to the City on a monthly basis.
- ✓ TIP FEES: The City shall pay all tip fees at the Materials Recycling Facility (MRF), associated with the disposal of residential recycling collected within the City of Burlington. The contracted hauler will not need to pay tip fees.
- ✓ ACCEPTED MATERIALS: Contractor is required to accept for recycling all items accepted at the Material Recycling Facility (MRF) in Williston VT.
- ✓ REPORTING: The contracted hauler will provide the following information to the City's designee on a monthly basis:
 - Written log of reported missed pickups minimally including the date and time of contact, address, disposition of service request
 - Written log of any complaint or concern received regarding the residential recycling service minimally including the name, contact information, address and issue of the reporter
 - All receipts from dropping off recycling to the CSWD Material Recovery Facility

Quotes shall include the following information:

1. Monthly cost of collecting recycling for 10,000 - 13,000 residential dwelling units, both weekly and every other week collection.

2. If a fuel adjustment clause is included in your contract, and if so, if the price will increase or decrease based on current fuel prices.

III. RESPONSE FORMAT

Submit responses by the deadline above as follows:

Attention:

Lee Perry

Division Director Maintenance Division

645 Pine Street

Burlington VT. 05401

Responses can be submitted via email to lperry@burlingtonvt.gov, and cspencer@burlingtonvt.gov however the City is not responsible for any failure to receive responses.

The City will make best efforts to respond to questions received at least 2 business day prior to the deadline for submitting quotes. Questions can be submitted to: lperry@burlingtonvt.gov, and cspencer@burlingtonvt.gov

Your response must include the following documents:

- (1) A cover page, which shall at a minimum: (1) identify this Request for Price Quotations by general description and release date, (2) identify the proposer with contact information, and (3) contain a signed statement that the contents of the proposal are true and correct to the best of the proposer's knowledge and belief.
- (2) Proof of signature authority for the person who executed the cover page, who is also anticipated to be the signatory of any contract pursuant hereto if awarded to the proposer.
- (3) The completed bid form and subcontractor list included as Exhibit 1.
- (4) A list of at least three to five references with one paragraph description of a project completed for the reference. Explain how the project was similar to this project in terms of the client (the City of Burlington, another state or local agency or a large customer), scope, and/or price. Contact information for the references shall be provided.

- (5) A description of the proposer, not to exceed 250 words. Be sure to discuss the proposer's history, including the number of years the proposer has been in business. Also describe any focus of the proper's business in terms of project type, geography, and/or client type.
- (6) The proposer's Experience Modification Rate (EMR).
- (7) A Certificate of Insurance with required endorsements attached (even if relying on blanket endorsements), demonstrating the proposer meets the requirements set forth in Exhibit 4.
- (8) Evidence the proposer is registered to do business in the State of Vermont.
- (9) An identification of any questions, comments, or concerns that the proposer has with any City contract template attached hereto as an exhibit.
- (10) Provide a brief management narrative describing your company's financial condition, major investments, and key risks. Describe how market conditions, economic trends, or inflation have affected your operations. Outline any anticipated capital expenditures, expansions, or restructuring plans within the next 12 months. Please note that responses to this RFPQ will become public records after a vendor is selected. The City of Burlington understands respondents' interest in protecting sensitive financial information; however, financial capacity is a significant scoring criterion for this RFPQ, for which respondents bear the burden of proof.

IV. CONTRACTOR SELECTION

To be selected, a proposer must meet minimum legal qualifications to perform the work. The City reserves the right to reject any proposal that is nonresponsive in any manner to this Request for Price Quotations or to waive any and all irregularities. The City reserves the right to provide proposers who do not provide complete and adequate insurance information an opportunity to cure prior to making an award. The City reserves the right to reject any proposal that was not timely.

By submitting a proposal, a proposer agrees and understands that the City may consider any anecdotal experience staff may have working with the proposer, whether for the City or another employer, as well as information staff may have about the proposer's reputation. By submitting a proposal, the proposer understands that references provided by the proposer may be contacted by staff. The proposer also agrees not to hold any reference liable for providing the City information.

Initial selection of a contractor will be conducted by a staff team of two or more persons. Proposals shall be ranked based on the following scoring criteria:

Price: 60 points

Qualifications (based on references, reputation, experience generally, and experience relevant to the project): 14 points

Financial Capacity of Vendor: 13

Safety: 13 points

V. EXHIBITS

Exhibit 1: Bid form and subcontractor's list

Exhibit 2: Contract template

Exhibit 3: Burlington General Conditions

Exhibit 4: Insurance exhibit

Exhibit 5: Livable Wage, Outsourcing, and Union Deterrence Certifications (the obligations of which are required by City ordinance and shall be incorporated into the final contract by reference)

VI. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those attached. No proposal will 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.

VII. LIMITATIONS OF LIABILITY

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

VIII. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

IX. 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.

X. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XI. 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.

XII. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Contractor shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the contractor may proceed without any modification being made to the bid or contract documents.

XIII. 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.

XIV. PUBLIC HEALTH EMERGENCIES

Proposers are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Proposers shall consider public health emergencies as they develop project schedules and advance the work.

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 shall entitle the contractor to an extension of time but will not be compensable.

Exhibit 1
Bid Form and Subcontractor's List

Seven (7) year price quotation:

Item	Approximate Quantity	Per Month Price
<u>Weekly</u> citywide residential recycling service	~234 tons per month from a total of 10,000- 13,000 RDUs	
<u>Bi-weekly</u> citywide residential recycling service	~234 tons per month from a total of 10,000- 13,000 RDUs	

Note: As indicated in the instructions, proposers will be providing a quote for seven (7) years. Although quotations will remain confidential until following the City's initial review, this is not a formal sealed bid, and the City reserves the right to determine the basis of award after reviewing all quotations received.

Compensation payable under this contract shall increase each calendar year by the increase in the Consumer Price Index for all urban workers, Northeast Region ("CPI-U"), during the twelve (12) month period ending the next preceding November prior to the start of the calendar year.

NOTE: Subject to the CPI-U inflator identified in the bid form, if a price quotation is accepted and a contract is awarded, the prices stated in the proposal will be the contract prices for the duration of the contract. The City will not pay any fee or cost not agreed to in advance. If your proposal includes any fuel surcharge, reimbursable expense, emergency fee, or other cost or expense of any kind or nature whatsoever, provide that information as an attachment to your price quotation. The City reserves the right in its sole and absolute discretion to reject any price quotation that fails to describe any fee, cost, or expense with reasonable particularity.

Subcontractor List

Provide a list of any subcontractors you intend to use on the project. Include name, contact information, any relevant licensure information, a description of the work the subcontractor will perform, and a percentage of the total project that will be performed by the subcontractor based on cost. All work not assigned to a subcontractor in this list will be performed by the proposer. After the contract is awarded, the proposer will not be allowed to replace a subcontractor except for good cause agreed to by the City.

Exhibit 2
Contract Template

CITY OF BURLINGTON DRAFT
CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [] (“Contractor”), a Vermont corporation located at [] .

Contractor and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and “Parties” means the City and Contractor.
- D. **“Project”** means the [] .
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- 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. **Purpose.** The City seeks to employ the Contractor to [] .

3. EFFECTIVE DATE & 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 Contractor for any performance or

expense incurred before the Effective Date or after the expiration or termination of this Contract.

Exhibit 3
Burlington General Conditions

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
- B. The “Contractor” 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 Contractor, as provided in the Contract.

2. REGISTRATION: The Contractor 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 & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

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

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Contractor’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 Contractor 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 Contractor 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 Contractor warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, 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 Contractor, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Contractor's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor 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 Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor 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 Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors 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 Contractor shall be responsible to the City for all acts or omissions of its sub-contractors 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 Contractor 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 Contractor 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 Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor 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 Contractor 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 Contractor, 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 Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Contractor 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 Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor 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 Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor 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 Contractor or the Contractor'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 Contractor, 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 Contractor and the Contractor 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 Contractor 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, Contractor shall immediately give the City written notice thereof. Contractor 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 Contractor 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 Contractor as soon as practicable of any non-appropriation, and Contractor 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 Contractor.

20. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor 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 Contractor and without the fault or negligence of the Contractor.

21. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor 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 Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor 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 Contractor shall create a public health emergency plan acceptable to the City. The Contractor 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 Contractor'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. Contractor 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: Contractor 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 Contractor has adequately corrected its failure to comply with the above.

If Contractor'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 Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, 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 Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor 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 Contractor 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 Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each

calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

- 25. RETURN OF MATERIALS:** Contractor 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:** Contractor'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 Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Contractor 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 Contractor, 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 Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor 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 Contractor 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 Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor, sub-Contractors, 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: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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 Contractor, 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 Contractor 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 Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor 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 Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. **Breach:** Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor'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. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Contractor written notice of such default. If Contractor 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 Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. **Dishonest Conduct:** If Contractor 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 Contractor 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 Contractor and any sub-contractor 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 Contractor 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. Contractor, and any sub-contractors, 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 Contractor certifies, as of the date of signing the Contract, that the Contractor (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 Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.
- 37. TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor 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. NO GIFTS OR GRATUITIES:** The Contractor 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.
- 39. ASSIGNMENT:** Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.
- 40. TRANSFERS, SUBLETTING, ETC:** The Contractor 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-contractor 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 Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any

operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, 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.

- 41. CONTINUING OBLIGATIONS:** The Contractor 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 Contractor 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 Contractor is unable to satisfactorily execute the Contract.
- 42. 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.
- 43. 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 Contractor.
- 44. RELATIONSHIP:** The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor 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 Contractor 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 Contractor 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.
- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. 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.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

- 47. 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.
- 48. 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.
- 49. 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.
- 50. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor 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 Contractor to ensure that they have the latest versions applicable to the Contract.
- 51. 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.
- 52. WAIVER:** Notwithstanding the passage of time, 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.

Exhibit 4
Insurance Attachment

Attachment C-1
Insurance & Indemnification

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

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

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

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

D. Special Coverages

- a. Pollution Liability (Contractor's) – Included or \$1,000,000

E. Umbrella/Excess Liability:

1. \$4,000,000 Each Event Limit
2. \$4,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, Pollution, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims

arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Exhibit 5
Ordinance Certificates

Certification of Agreement to Comply with the City of Burlington’s Livable Wage Ordinance

I, _____, on behalf of _____ (“the Contractor”), in connection with a contract for _____

services to be provided to the City of Burlington (“the City”), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City’s Livable Wage Ordinance (“LWO”), B.C.O. 21-80 et seq., and that:

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

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

Date: _____

By: _____
Contractor, or its duly authorized agent

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

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

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



BURLINGTON
VERMONT

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

Reporting Period: from _____ (date) to _____ (date).

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

Employee No. 1

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

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

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

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

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

Employee No. 2

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

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

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

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

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

Employee No. 3

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

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

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

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

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

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

Authorized Representative: _____ Date: _____

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$19.90/hr

WHEN

employer *provides* employer assisted health insurance

\$22.11/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include in all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the **LWO Webpage** (<https://www.burlingtonvt.gov/212/Livable-Wage-Ordinance>) or call **802-865-7000**, option 1 (Office of the Clerk/Treasurer).

Livable Wage July 1, 2025 - June 30, 2026

Effective July 1, 2025

ATTACHMENT E

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 _____, 2018.

By: _____
Duly Authorized Agent

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



NOVEMBER 14, 2025

received
11/14/25
10:35 am

City of Burlington, Vermont RFPQ Citywide Residential Recycling Collection Services

Prepared for:

Attn: Lee Perry, Division Maintenance Director
Department of Public Works
645 Pine Street
Burlington, VT 05401



Presented by:

Todd Gammell, Division Manager

cc: Kelton Bogasky, Area Sales Manager
Erin Banfield, Director of Municipal Services



November 14, 2025

City of Burlington
Attn: Lee Perry, Division Maintenance Director
645 Pine Street
Burlington, VT 05410

RE: RFPQ Citywide Residential Recycling Collection Services

Dear Lee,

All-Cycle Waste, Inc. a wholly-owned subsidiary of Casella Waste Systems, Inc. (“Casella”) is pleased to provide the City of Burlington, Vermont (“City”) with the following proposal in response to the City’s second RFPQ- Citywide Residential Recycling Collection Services issued November 3, 2025. As the leading resource management company in the Eastern United States, Casella has five decades of experience in collecting, hauling, disposal and processing services as such, we believe Casella is the most qualified partner to meet Burlington’s material management needs and diversion goals.

Along with Casella’s longstanding environmental service expertise, Casella recovers well over one million tons of recyclables and organic residuals for beneficial use each year. We are committed to working collaboratively with Burlington to meet the community’s goals; both environmentally and economically. We are dedicated to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, complying with all state and federal regulations, all the while improving our communities and environment.

In addition to solid waste and recycling services, we often deploy education and other value-added services such as - mattress recycling and new technology - to our customers, as desired. Our proposal outlines the scope of services, our qualifications and experience in accordance to the RFPQ. Casella attests that the contents of the proposal are true and correct to the best of the proposer’s knowledge and belief.

We feel that this proposal reflects our strong desire to strength our long standing partnership with the City of Burlington. We look forward to discussing this proposal in greater details, if you have any immediate questions, please reach out directly to Kelton Bogasky at (802) 236-5934.

Sincerely,

Todd Gammell
Division Manager

cc: Kelton Bogasky, Area Sales Manager
Erin Banfield, Director of Municipal Services

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- 15 Required Bid Documents

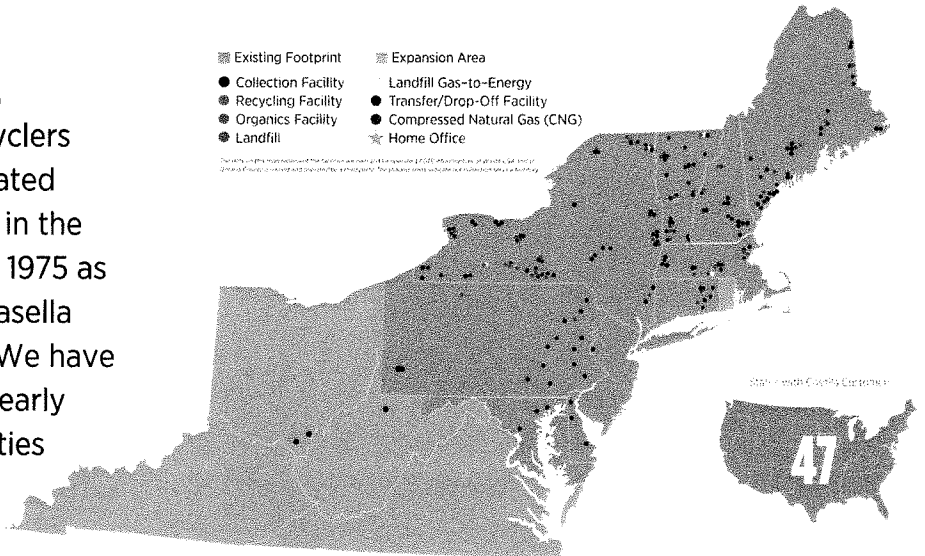


Who We Are

Casella, headquartered in Rutland, Vermont, is one of the largest recyclers and most experienced fully integrated resource management companies in the Eastern United States. Founded in 1975 as a single truck collection service, Casella now employs over 5,000 people. We have grown our operations to include nearly 200 owned and/or operated facilities spanning from Maine to Maryland, delivering services to residential, commercial, municipal, industrial, and institutional customers. We service over 1,800,000 customers in our operating footprint and provide resource management services to customers located across 47 states. In addition, we serve as the largest recycler in the Eastern United States, recovering more than 1,000,000 tons of recyclables and nearly 400,000 tons of organic residuals each year.

Today, with a clear strategy to serve our customers with integrated services, we continue to lead the solid waste industry with an innovative business model that seeks to create sustainable value beyond the traditional waste disposal model.

- Existing Footprint
- Expansion Area
- Collection Facility
- Recycling Facility
- Organics Facility
- Landfill
- Landfill Gas-to-Energy
- Transfer/Drop-Off Facility
- Compressed Natural Gas (CNG)
- Home Office



Doug Casella began picking up garbage from a few customers in the Rutland, Vermont region with a pickup truck he had bought with money saved in high school. As the small enterprise grew, John W. Casella joined his younger brother to help run the business, opening the first recycling facility in Vermont in 1977.

Casella's Sustainability Goals

Spelled out in our [2024 Sustainability Report](#), our sustainability strategy focuses on advancing toward five strategic goals for the year 2030. We believe that achieving these goals will benefit our customers and communities while positioning our company to thrive and grow. These include:



ESSENTIAL WORKERS: *Be Safe.*

Improve our safety performance, reducing our Total Recordable Incident Rate (TRIR), a measure of recordable incidents versus hours worked.



MATERIALS MANAGEMENT: *Recycle More.*

Grow our Resource Solutions business to reduce, reuse, or recycle more than 2 million tons of solid waste materials each year.



SUSTAINABLE OPERATIONS: *Save Fuel.*

Improve our fuel efficiency, reducing our gigajoules of fuel consumed per ton of material collected by 20% below a 2019 baseline.



CLIMATE LEADERSHIP: *Slash Emissions.*

Further reduce our carbon footprint, measured in metric tons of carbon dioxide equivalents (CO2e) from scopes 1 and 2 with a 2022 baseline.



COMMUNITY ENGAGEMENT: *Give Back.*

Increase volunteering in our communities, as measured by employee volunteer hours.

Sustainability Leadership Awards

The Casella Sustainability Leadership Awards represent innovation and commitment to creating a better tomorrow by showcasing each recipient's sustainable material management practices. Below are the 2025 recipients of Casella's Sustainability Leadership Awards.



PRIMO BRANDS

A leading North American branded beverage company focused on healthy hydration, has integrated circular economy principles into its core strategy by designing products that reduce waste and extend life cycles. In partnership with Casella across Maine, New York, and Massachusetts, Primo has achieved a 90% recycling rate for fiber, metal, and plastic. At Primo Brands' Somerset, NJ site, Casella helped dismantle 776 tons of decommissioned coolers, recycling 82% of the material and generating revenue.



DARTMOUTH COLLEGE

A private liberal arts college in Hanover, New Hampshire, has partnered with Casella to tackle diverse material recovery challenges on campus, from food waste to tires and e-waste. Most recently, Casella sponsored a student-led Campus Waste Diversion Project, empowering students to divert textiles from landfill and distribute them through a volunteer-run campus Thrift Store serving the college and local community.



THE ARC OSTEGO

A nonprofit organization in Otsego County, NY, that supports individuals with developmental disabilities, has partnered with Casella for over 25 years to drive sustainable practices. With recycling at all service locations and the Otsego ReUse Center repurposing building materials and household goods, the organization helps to reduce waste while supporting the local community. The Arc Otsego leads recycling efforts for hard-to-recycle materials like polystyrene, fluorescent bulbs, plastic film, and more.

Scope of Services

The City of Burlington, VT will be serviced by our hauling division located at 220 Avenue B, Williston, VT where our fleet vehicles are dispatched. Casella is fully equipped to provide and maintain equipment to service Burlington and is fully qualified and licensed in accordance with all Federal, State, and local laws. Our trucks are routinely serviced and inspected. We have ample backup equipment in our existing fleet located at the local hauling division and throughout the Vermont market place.

Collection

Casella will provide the City with manual weekly collection of recycling on a 5-day schedule. Casella will utilize the City's existing routes for the commencement of the contract, and will provide collection services for each eligible household utilizing City provided carts.



EQUIPMENT & CAPITAL NEEDS

- **Trucks:** Three (3) New Manual Side-Load trucks for weekly collection
- **Labor:** Three (3) drivers for weekly collection

Alternative Fuel Fleet

Our publicly disclosed SASB report, noted 1.9% of Casella's routed trucks run on alternative fuels. Casella's Northern Vermont Market currently runs approximately 20% of their collections vehicles on CNG. Casella is also piloting two electric refuse vehicles in the State of Vermont.

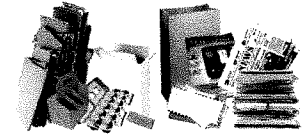
Through investments in truck automation and technology, we can conserve fuel while also improving worker safety and driver productivity. These benefits, along with the fuel and emission savings, combine to propel important progress toward multiple sustainability goals. As we advance our fuel efficiency, we are also actively evaluating opportunities to switch to alternative fuels and reduce our reliance on diesel fuel. Compressed natural gas (CNG) fuels a portion of our overall fleet. We have found the trucks to be clean and quiet, and we continue to purchase some CNG vehicles each year. However, this technology remains limited in that many of our communities do not have access to the necessary fueling infrastructure.

Processing

All single stream recycling collected locally will be delivered to the Chittenden County Solid Waste District’s Material Recovery Facility (“MRF”), located at 357 Avenue C, Williston, VT, and will be reported and billed under the City’s direct agreement.

Acceptable Materials:

- **Cardboard:** Shipping boxes, cereal boxes, egg cartons, paper towel and toilet paper rolls.
- **Paper:** Office paper, newspaper, paper bags, magazines, junk mail.
- **Plastic Bottles, Jugs, Tubs, & Lids:** Plastic drink bottles, milk jugs, yogurt cups, tubs and lids, shampoo bottles, etc.
- **Metal Cans:** Soda and beer cans, soup and vegetable cans, foil.
- **Glass Bottles & Jars:** Beer bottles, other beverage bottles, jars.



Unacceptable Materials:

- | | |
|----------------|------------------------|
| • Plastic bags | • Clothing |
| • Batteries | • Electronics |
| • Scrap metals | • Hazardous containers |



Routeware

Casella has partnered with Routeware, equipping our collection fleet with on-board computers, GPS, safety cameras and fleet automation software across Casella’s footprint. The software provides drivers and internal office staff with easy-to-use tools and data to help them work more safely and efficiently.

Reporting

Casella recognizes the importance of providing the City with monthly and annual reports for quantities of each material stream, along with the required monthly reports of detailing missed pick-up and complaint log including detail such as date, time of contact, address, disposition of missed pick-up or complaint.

Compliance

Casella operates under strict compliance with all local, state, and federal regulations and laws, including E.P.A., OSHA, and D.O.T. regulations. All local ordinances will be clearly communicated and adhered to within our organization. All necessary permits, licenses, certificates, and inspections would be provided.



Our Team

Our local team takes pride in the service we deliver to our municipal customers. Municipal Officials will have a direct line to our local operations team, to ensure any daily service issues are resolved promptly. Our Operations Supervisors and Division Manager will provide direct operational supervision to all day-to-day hauling, operation, equipment and labor, and maintenance service needs.

Todd Gammell

DIVISION MANAGER



(802) 712-4290



todd.gammell@casella.com

Will serve as the primary contact and contract manager for Casella, ensuring partnership objectives are met. Will supervise operations and manage day-to-day collection, equipment, and maintenance for the contract.

Jeff Lavine

OPERATIONS MANAGER



(802) 535-8989



jeff.lavine@casella.com

Operations Manager will provide day-to-day oversight to all aspects of this contract and ensure all of Burlington's expectations are met and exceeded by Casella.

Erin Banfield

DIRECTOR OF MUNICIPAL SERVICES



(802) 477-2870



erin.banfield@casella.com

Will be a resource to the local team and municipality to inform on partnerships, innovations, and new technologies to help drive sustainability initiatives.

Customer Care & Residential Support

At the heart of our operations, the Customer Care Center (CCC) is dedicated to addressing customer questions, comments, and concerns with the highest level of professionalism and empathy. By providing prompt and effective solutions, our team ensures that every customer interaction reflects Casella's commitment to exceptional service and reliability. Through continuous improvement and collaborative efforts, we strive to build lasting relationships based on trust and mutual respect, reinforcing our core values in every facet of our work.

2024 CCC Stats

-  • Handled 1.5M calls from Casella Footprint
-  • 3.9% call abandon rate
-  • 30 seconds speed to answer
-  • Above 90% quality score

Casella Customer Care Contact
 **800- CASELLA**

“I had a long night with my mom who is struggling with health issues and forgot to bring my bins down last night. When I heard the truck in the morning, I ran outside and was greeted by Calin who was already rolling them down for me. I was moved to tears by the effort Calin showed without second thought.”

- Resident of Burlington, VT 2025

Casella’s Mobile App

Casella has developed a mobile app that makes it easier than ever for you and your residents to stay connected about the trash, recycling, and food waste collection programs offered to you as a Casella customer, Casella will work with the City to explore the functionality and connection with See Click Fix. The Casella App offers a variety of useful features including:

- **Direct Communication and Education for Residents**
- **The Collection Calendar**
- **The Waste Wizard A-Z Tool**
- **Scheduling Additional Services**


See your collection day schedule and important information regarding collection


Receive reminders about your collection day




Learn how to properly dispose of material and where to take items not accept at the curb


Report missed collections and other issues

Declaration of Addenda

Having fully examined, read, and in understanding of the specifications for this partnership and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, Casella proposes to complete all work as specified in this request for proposals. This proposal includes acknowledgement the following addenda were issued:

1. Addendum No. 1 - Questions & Answers - Dated August 4, 2025

Proposal Nuances

We have proposed the following nuances to the agreement which we would like to call to your attention for review:

- Pricing included in the proposal is valid for 60-days from the submission date.
- Casella would request the following CPI language, in place of the City's proposed language in the RFP:
 - All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 4.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>.
- Fees may be further adjusted upon thirty (30) days' notice to cover increases without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges.
- Casella's proposal is based on a 7-year initial term and would request mutually agreeable extension terms.
- Casella's proposal is based on the collection of recycling from 13,000 units, if unit count increases above the 13,000 units, Casella would require the ability to renegotiate rates.
- It is the responsibility of the Municipality to provide the Contractor with updated, current Prevailing Wage schedules over the life of the Contract. To the extent Prevailing Wage increases over the term including extensions or renewals, Contractor shall be entitled to a price adjustment in proportion to and effective with the increase with written notice to Municipality.
- Casella's proposal is assuming no changes to the current City waivers provided to recycling customers.
- Casella would request the ability to discuss holiday collection schedule.

- Casella would request a mutually agreeable fuel surcharge: Casella’s standard language is as follows:
 - Contractor may assess a fee (the “Fuel Adjustor”) on a monthly basis to cover increases in Contractor’s costs caused by increases in the cost of diesel fuel over a floor price of \$3.50 per gallon (the “Floor Price”) based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the “Index”) or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the “Service Month Index Price”) exceeds the Floor Price.” The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled “full history”. The Fuel Adjustor will be made according to the following formula:

$$[(\text{Service Month Index Price} - 3.50) / 3.50] (6.5\%) (\text{Monthly Fee}) = \text{Fuel Adjustor}$$
 - Example Surcharge based on today’s diesel rate of \$3.94/gallon

$$[(\$3.963 - \$3.50) / \$3.50] (7.5\%) (\$90,133.33) = \$894.25/\text{month}$$

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Qualifications & Experience

References

We prioritize partnership in Municipal work, aiming for high service levels and satisfaction. Today, we partner with over 50 municipalities across the the State of Vermont and over 600 throughout our footprint. Additional customer feedback from neighboring communities partnering with Casella is available for reference.

Town of Fairfax, Vermont

Name: Mike Bishop
Title: Town Manager
 townmanager@fairfax-vt.gov
 (802) 849-6111

Casella provides solid waste, recycling and food waste collection services to the Town of Fairfax. The Town engages in Zero-Sort® recycling. *(Approximately 5,100 residents)*

Town of Brattleboro, Vermont

Name: John Potter
Title: Town Manager
 jpotter@brattleboro.org
 (802) 251-8102

Casella provides curbside solid waste and recycling services of the Town of Brattleboro. Brattleboro is in the process of transitioning to Automated collection services. The City engages in Zero-Sort® recycling. *(Approximately 7,540 residents)*

City of Concord, New Hampshire

Name: Adam Clark
Title: General Services Dept.
 AClark@ConcordNH.gov
 (603) 230-3912

Casella provides solid waste, recycling and leaf and yard waste collection services to the City of Concord. In addition to the collection services, Casella also operates the City transfer station. The City engages in Zero-Sort® recycling. *(Approximately 42,500 residents)*

City of Worcester, Massachusetts

Name: John Westerling
Title: DPW Commissioner
 westerlingj@worcesterma.gov
 (508) 929-1300

Casella provides manual solid waste and recycling collection and processing for the City of Worcester. The City engages in Zero-Sort® recycling. *(Approximately 211,2086 residents)*

Safety Record

Casella has a recorded safety rating of TRIR 5.77. Casella has an extensive safety training program consisting of weekly safety meetings before routes commence to review best practices, safety techniques and a specific training topic and focus based on season, recent occurrence's etc.

Insurance Capabilities

Casella has the ability to meet the insurance requirements set forth in this contract. Please see the attached certificate from our insurance agency, the Noyle Johnson Group. Casella can provide additional information needed upon further request.

Financial Responsibility

Casella Waste Systems publicly traded on the NASDAQ Global Select Market under the symbol CWST.

- Casella’s Financial Statements can found at: <https://ir.casella.com/financial-information>
- Casella’s Investor Relations can found at: <https://ir.casella.com/financial-information>

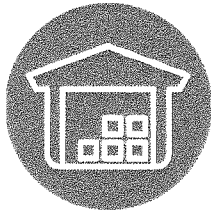
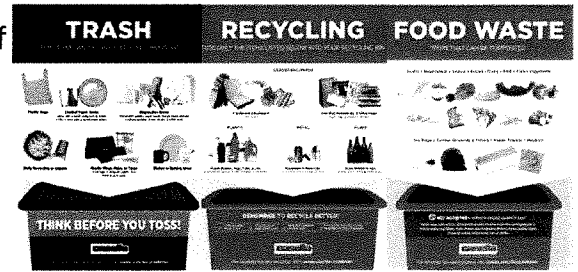
B of A Securities, Inc. Bank of America	J.P. Morgan Securities, LLC/ Chase
<p style="text-align: center;">One Bryant Park, New York, NY 10036</p>	<p style="text-align: center;">12 Corporate Wood Blvd, Floor 4 Albany NY 12211</p>
<p style="text-align: center;">Victoria Yu Global Industries Group e. victoria.yu@bofa.com p. (646) 743-0718</p>	<p style="text-align: center;">Dean Burns Commercial Banking e. dean.j.burns@chase.com p. (518) 433-2525</p>

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Engagement & Education

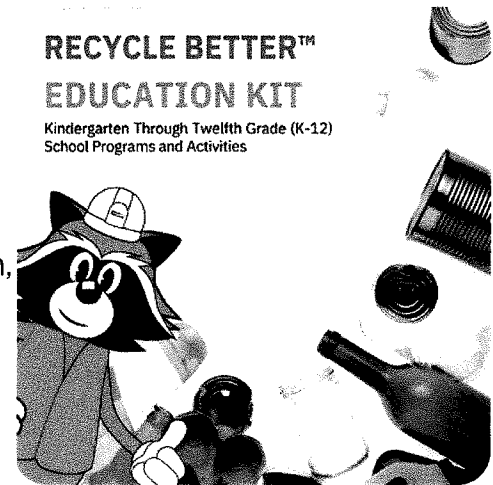
For many municipalities where hands-on training may not be available, through our in-house marketing and design staff, Casella has the ability and willingness to support in designing specialized outreach and educational material tailored towards specific needs. As applicable and in collaboration with our partners, we develop materials to communicate the diversion initiatives to all stakeholders and the broader community. Additional resources available to the municipality include:

Signage: Signage plays a critical role in the success of recycling and compost programs. Clear, consistent communication and visual aids take the guess work out of picking the correct bin, yielding cleaner material streams and higher diversion rates.



Facility Tours: We welcome our customers to join us for an onsite or virtual tour of our operations – this hands-on experience provides stakeholders with a deeper understanding of how the decision we make impact our industry daily.

Recycle Better- Education Kit: Casella is now offering a K-12 recycling education kit for schools within their local municipalities. This education kit provides lesson plans and activities to be utilized by teachers. Through recycling education students can apply and hone their grade-level skills while learning where waste comes from, where it goes and the role, they can play in reducing waste. Introducing recycling to children will in turn help schools and communities advance their recycling goals towards a more sustainable future.



Community Engagement: We are always looking for ways to engage our community and our customers both to hear about opportunities to improve our services, communication, and resources as well as simply to give back.

Event Management & Zero Waste: Casella can leverage partners to deliver additional services in support of community events, while providing direct support in developing best practices and how-to toolkit for all events.



Bid Forms

See Attached



ESTABLISHED 1975

“To create value by renewing and sustaining our resources and our environment.”

www.casella.com



Exhibit 1
Bid Form and Subcontractor's List

Seven (7) year price quotation:

Item	Approximate Quantity	Per Month Price
<u>Weekly</u> citywide residential recycling service	~234 tons per month from a total of 10,000-13,000 RDUs	\$90,133.33
<u>Bi-weekly</u> citywide residential recycling service	~234 tons per month from a total of 10,000-13,000 RDUs	N/A

Note: As indicated in the instructions, proposers will be providing a quote for seven (7) years. Although quotations will remain confidential until following the City's initial review, this is not a formal sealed bid, and the City reserves the right to determine the basis of award after reviewing all quotations received.

Compensation payable under this contract shall increase each calendar year by the increase in the Consumer Price Index for all urban workers, Northeast Region ("CPI-U"), during the twelve (12) month period ending the next preceding November prior to the start of the calendar year.

NOTE: Subject to the CPI-U inflator identified in the bid form, if a price quotation is accepted and a contract is awarded, the prices stated in the proposal will be the contract prices for the duration of the contract. The City will not pay any fee or cost not agreed to in advance. If your proposal includes any fuel surcharge, reimbursable expense, emergency fee, or other cost or expense of any kind or nature whatsoever, provide that information as an attachment to your price quotation. The City reserves the right in its sole and absolute discretion to reject any price quotation that fails to describe any fee, cost, or expense with reasonable particularity.

CERTIFICATE OF AUTHORITY
All Cycle Waste, Inc.

At a duly authorized meeting of the Board of Directors of All Cycle Waste, Inc. it was voted that John W. Casella, President & Secretary, and/or Michael A. Casella, Area Vice President, are each authorized to independently execute any and all bid documents related to the City of Burlington, Vermont's Request for Quotations for "Citywide Residential Recycling Collection Services" as well as any and all contract related documents in the event of an award of the foregoing to All Cycle Waste, Inc.

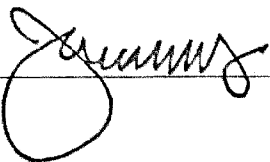
It was also voted that John W. Casella, President & Secretary and/or Shelley E. Sayward, Vice President & Assistant Secretary, are each authorized to execute any and all bond related documents in connection with the City of Burlington Bid Proposal, including but not limited to bid bonds and performance bonds.

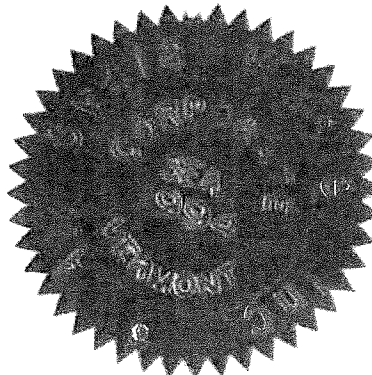
In the name of and on behalf of All Cycle Waste, Inc.; and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf; said obligation to be valid and binding upon All Cycle Waste, Inc.

A True Copy Attested,

Company Name: All Cycle Waste, Inc.
Address: 220 Avenue B
Williston, VT 05495
Name & Title of Signatory: John W. Casella, President & Secretary
Date: November 13, 2025

I hereby certify that I am the Secretary of All Cycle Waste, Inc., and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Signature: _____






CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

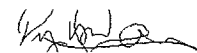
PRODUCER Alera Group, Inc. 119 River Street Montpelier VT 05602	CONTACT NAME: Audrey Macie PHONE (A/C, No, Ext): (802) 223-7735 E-MAIL ADDRESS: casella@nwjinsurance.com	FAX (A/C, No): (802) 223-9649
	INSURER(S) AFFORDING COVERAGE	
INSURED All Cycle Waste, Inc. 220 Avenue B Williston VT 05495	INSURER A: Westchester Fire Insurance Company	NAIC # 10030
	INSURER B: Old Republic Insurance Co.	NAIC # 24147
	INSURER C: The Cincinnati Casualty Company	NAIC # 28665
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Allcycle 2025 #3 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCUI is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	G48824560 001	10/20/2025	04/30/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA 9948 Included	X	Y	MWTB 311995 25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 311994 25	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWZX 315503 25	04/30/2025	04/30/2026	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2025	04/30/2026	\$3M Excess \$7M Auto Liability 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Citywide Residential Recycling Collection Services
 The City of Burlington and its officers, employees, agents, successors, and assigns are Additional Insured under the General Liability and Auto Liability Policies on a Primary and Non-Contributory basis where required by written contract subject to the terms and conditions of each policy. Waiver of Subrogation applies in favor of the Certificate Holder where required by written contract. 30-Day Notice of Cancellation applies.

CERTIFICATE HOLDER City of Burlington 645 Pine Street Burlington, VT 05401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Ayer/AUDREY 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract, Agreement or Permit	Any location at which work, or operations are performed by you, or on your behalf
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract, Agreement or Permit	Any location at which work, or operations are performed by you, or on your behalf
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

Named Insured Casella Waste Systems, Inc			Endorsement Number 002
Policy Symbol GLW	Policy Number G48824560 001	Policy Period 10/20/2025 to 04/30/2026	Effective Date of Endorsement 10/20/2025
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 60 days prior to the cancellation date applicable to the Policy.
- C.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Per schedule on file		

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations as required by contract or agreement

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PCA 048 09 19

Page 1 of 1

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All persons or organizations as required by contract or agreement

With respect to **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by
contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the
following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the
Schedule because of payments we make for injury or damage. This waiver applies only to the person or
organization shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice 10 (For non-payment of premium)

Number of Days' Notice 30 (For any other reason, other than nonpayment of premium)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Cancellation, as provided in the Cancellation policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

WORKERS COMPENSATION AND EMF

POLICY NUMBER: MWC 311994 2!

WAIVER OF OUR RIGH

We have the right to recover our payme
our right against the person or organizat
perform work under a written contract th

This agreement shall not operate directly

**ANY PERSON OR ORGANIZAT:
AGREED BY WRITTEN CONTRI**

OLD REPUBLIC

WORKERS' COMPENS.

EARLIER NOTICE OF C

**Number of Days' Notice
of Cancellation Non-
payment of Premium**



NOYLE JOHNSON INSURANCE
AN ALERA GROUP COMPANY

November 13, 2025

All Cycle Waste, Inc.
220 Avenue B
Williston, VT 05495

Re: Casella Waste Systems, Inc. – Experience Mod

To Whom It May Concern:

The Interstate Experience Mod risk ratings are listed below as requested:

2025 as of 7/25/2025 - .73
2024 as of 6/14/2024 - .82
2023 as of 7/31/2024 - .81
2022 as of 8/2/2024 - .74

If any further information is needed, please feel free to call me at (802)223-9650 or you can email me at amacie@nwjinsurance.com.

Sincerely,

Audrey L. Macie

Audrey L. Macie CIC CISR CPIA CIIP CLP MLIS CRIS
Operations Director

119 River Street – PO Box 279 – Montpelier, VT 05601
198 US Route 2 – PO Box 196 – Danville, VT 05828
285 Main Street – PO Box 53 – Bethel, VT 05032

BOOKS SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY OR POLICIES UNDER WHICH THIS CERTIFICATE IS ISSUED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER AND THE CERTIFICATE HOLDER. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
12750 Merit Drive Suite 1000
Dallas TX 75251

INSURED
All Cycle Waste, Inc.
220 Avenue B
Williston, VT 05495

CONTACT NAME: Katrina Sutton
PHONE (A/C, No, Ext): 972-663-6109
E-MAIL ADDRESS: Katrina.Sutton@ajg.com
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE
INSURER A: XL Insurance America, Inc.
INSURER B: Lloyd's Syndicate 3623 (Beazley Furlong Limited)
INSURER C:
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 574869642

REVISION NUMBER: 1

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			US00075159LI25A	4/30/2025	4/30/2026	EACH OCCURRENCE \$ 50,000 AGGREGATE \$ 50,000 Participation below PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<input type="checkbox"/> Contractors Professional Liab <input type="checkbox"/> Pollution Liability			D1E7A8250901 D1E7A4250901	4/30/2025 4/30/2025	4/30/2026 4/30/2026	E&O Limit/Aggregate \$10,000 Pollution Each Claim \$20,000 Pollution Aggregate \$20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When coverage for additional insured, waiver, and primary, non-contributory is included in the underlying General Liability, Auto, and Work Comp policies, Umbrella follows form per endorsement CUU 050-0805 for all applicable parties. Umbrella does not cover over pollution policy. Pollution limits do not apply.

Umbrella Participating carriers:
 - Insurance American, Inc. \$10,000,000 - Policy# US00075159LI25A
 - American Insurance Company \$10,000,000 - Policy# CX00R4225
 - Excess Insurance \$5,000,000 - Policy# P-001-001119654-03
 - Attached...

CERTIFICATE HOLDER

City of Burlington
645 Pine Street
Burlington VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BY THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 [Signature]



February 3, 2026- *revised*

City of Burlington
Attn: Chapin Spencer, Director of Public Works
Lee Perry, Division Maintenance Director
645 Pine Street
Burlington, VT 05410

RE: RFPQ Citywide Residential Recycling Collection Services

Dear Chapin & Lee,

All-Cycle Waste, Inc., a wholly owned subsidiary of Casella Waste Systems, Inc. (“Casella”), is pleased to submit this revised proposal in response to the City of Burlington’s second RFPQ for Citywide Residential Recycling Collection Services, issued November 3, 2025. With five decades of experience in collection, hauling, disposal, and processing, Casella remains well-positioned to support Burlington’s material management needs and diversion goals.

We sincerely appreciate the City’s willingness to meet with us several times throughout this process. Those collaborative discussions helped both parties reach mutually agreeable terms and shape a contract structure that is favorable and sustainable for the City and for Casella.

Casella recovers more than one million tons of recyclables and organics each year and is committed to helping Burlington meet its environmental and economic objectives. We pride ourselves on responsible operations, regulatory compliance, and building a diverse workforce dedicated to strengthening the communities we serve.

We believe this revised proposal reflects our continued commitment to a strong partnership with the City of Burlington. For any immediate questions, please contact Kelton Bogasky at (802) 236-5934.

Sincerely,


Todd Gammell
Division Manager

cc: Kelton Bogasky, Area Sales Manager
Erin Banfield, Director of Municipal Services

Proposal Nuances

This document modifies Casella's proposal, dated November 14, 2025, and attached hereto. The November 14th proposal is incorporated herein except that the Proposal Nuances at pages 10 and 11 of the proposal are stricken in their entirety and replaced as follows:

- Pricing included in the proposal is valid to the last business day of February 2026.
- Casella's proposal is based on a 7-year initial term with (2) 18-month mutually agreeable extension terms.
- **Annual Increase:** 89.7% of the base collection fee will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 4.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>.
- **Fuel Surcharge:** Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$3.99 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price." The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history". The Fuel Adjustor will be made according to the following formula:

$$[(\text{Service Month Index Price} - 3.99) / 3.99] (10.3\%) (\text{Monthly Fee}) = \text{Fuel Adjustor}$$

- **Fee Increases; Change in Law:** Casella shall provide the City with prompt written notice of any change in applicable federal, state, or local law, regulation, rule, ordinance, or governmental order enacted or becoming effective after the Effective Date that results in increased costs to Casella in the performance of this Agreement (excluding taxes on Casella's net income), together with a reasonable justification describing the applicable change in law and the basis for the increased costs. Such increase shall be subject to audit and verification by the City.

Any fee increase attributable to a change in law shall be limited to the portion of Casella's increased costs that exceeds the amount of any otherwise applicable annual fee increase for the same period. Casella shall not be entitled to double recovery through the application of both a change-in-law adjustment and a regular annual fee increase.

- If the City disagrees that a fee increase is warranted under this paragraph, including because the City determines that the fee increase does not exceed the existing inflation factor set forth above, or if the City disputes the amount of the fee that is justified, then the City may request further information, which Casella shall cooperate reasonably in providing, and the parties shall meet and confer in good faith in an effort to resolve their dispute. If they are unable to reach agreement, each shall designate a certified public accountant (which may be an in-house employee in either case) to evaluate Casella's claim. If the accountants reach differing conclusions, they shall then meet and confer in the same manner described above for the parties. If they are unable to reach consensus, then they shall mutually agree upon a third accountant ("arbiter") to review each of their conclusions, and the arbiter's determination shall be final. Casella shall continue to perform during the period in which the parties seek to resolve their dispute, but if a fee increase is ultimately granted, Casella shall be entitled to retroactive pay to the later of the date the law, regulation, rule, ordinance, or order took effect or the date the City was first provided notice of the same. Each party shall bear its own costs of dispute resolution under this paragraph, and they shall share equally the arbiter's fees and costs.
- Casella's base price is based on collection recyclable materials up to 13,000 Residential Dwelling Units, there will be a \$4.33/unit for any Additional Residential Dwelling Unit over 13,000 units up to 15,000. If the RDU count increases above the 15,000 units, Casella would require the ability to negotiate in good faith an additional increase as additional equipment and labor would need to be added.
- Casella and the City will establish a Residential Dwelling Unit audit process, to be conducted ahead of the contract start, to determine current number of RDU's serviced under the base collection contract.
- Scheduled Service Delays:
 - Holidays- there will be a collection delay on Thanksgiving and Christmas only; the day of collection the holiday falls on, will be pushed to Saturday collection.
 - Inclement Weather- in the event there is inclement weather that inhibits the safety of employees to provide collection; Casella will provide the City notice the day before the scheduled collection.

-remainder of page intentionally left blank-



Employee Benefits

Healthy Rewards

We want you to feel your best at work and at home. Casella offers best-in-class benefits including medical, dental, vision, pharmacy, and healthcare reimbursement and flexible spending accounts. We also provide a healthy pregnancy program, and our expecting moms are eligible for 8 weeks of 100% paid maternity leave, short-term disability, and FMLA.

Wellness Rewards

Employees, and their family members, have access to free, professional employee assistance 24 hours a day, 7 days a week, 365 days a year. We also provide access to low-cost, licensed mental health providers through our telemedicine provider. Everyone needs to rest and refuel, employees enjoy a generous time off policy including vacation days, personal days, and holidays.

Financial Rewards

You contribute to our future, so we contribute to yours. We provide competitive salaries, career path progression, merit increases, and performance-based incentives. Employees receive paid life and AD&D insurance benefits and may elect to purchase short-term and long-term disability insurance at group discounts. We also provide 401(k) retirement savings options with a company match and an employee stock purchase plan at a discount through payroll deduction after 6 months of eligible service. Employees and their spouses can earn up to \$600 a year toward medical premium costs by taking specific steps to be more engaged in their health. Finally, employees are eligible for employee purchase discounts on waste collection, Verizon Mobile, Ford Motor Company, and personal computers to name just a few.

Community Rewards

Casella, together with our employees, makes significant, positive impacts in the communities we serve through our charitable giving. By donating to organizations that support the people and communities we serve, we take pride in knowing our collective donations of time, money, and resources have a profound impact. Employees are encouraged to volunteer for and donate to the community organizations that matter the most to them.

Career Rewards

Casella believes that every employee should have a clear and compelling pathway for learning, development, and growth. Our employees are empowered to pursue targeted training and coaching to succeed and advance. We provide in-house development programs for employees at all levels as well as a comprehensive career path progression program that includes both vertical and horizontal career ladders. Full-time employees are eligible for tuition reimbursement for job-related graduate and undergraduate degrees and certifications. We strive to advance our employees internally through our talent renewal programs and encourage movement around the Company to hone best practices and strengthen our shared knowledge. Employees are supported in learning about different areas of the company and identifying the direction they'd like to steer their Casella career path.

EMPLOYEE BENEFITS

HEALTH

- Medical, Dental & Vision

FINANCIAL

- Life & Disability
- Maternity & Parental Leave
- Flexible Spending Accounts
- Discounted Stock Program
- Retirement Savings
- Boot & Clothing Allowance
- Tool Allowance

RECOGNITION

- Safety Awards
- Employee Awards

WELLNESS

- Employee Assistance Plan
- Wellness Incentive
- Paid Time Off
- Community Engagement

DEVELOPMENT

- Tuition Assistance
- Career Pathways
- Continuous Learning
- CDL Training School
- Diesel Tech Training School

HARD WORK CAN TAKE YOU PLACES.

Casella's CDL School, established in 2020, has successfully graduated and licensed over 300 employees, achieving a nearly 100% success rate.

The program offers a 10-day Class B and Class A CDL training opportunity, designed for qualified Casella employees at zero out-of-pocket cost. Casella provides travel, food, lodging, and wages throughout the program, allowing participants to focus fully on learning. The training includes comprehensive pre- and post-trip truck inspections, precision backing instruction, and a variety of behind-the-wheel techniques, equipping graduates with the practical skills and confidence needed for a successful driving career.

DRIVER TESTIMONIALS



Kixx Diaz
DRIVER

"I started driving small roll-off trucks, and then after I got my CDL-B, I started to move up to larger trucks. I have now been with the company for almost five years and am also a part of our safety committee. I love serving my community and interacting with our customers. I feel like a little kid in a candy store when I am out on the road. It motivates me to want to grow and what inspired me to attend the CDL school."



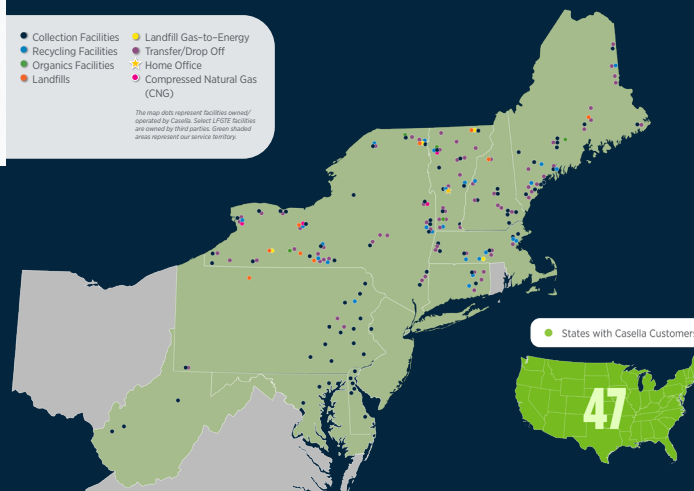
Mike Sulham
DRIVER

"I've been with the company since 2012. I pick up trash and recycling and deliver them to the landfill where it's taken care of in the right manner. I feel I'm doing a service not only to the town, but it's the right thing to do for the environment. I'm grateful. It makes you proud."

LOCATIONS ACROSS THE EASTERN UNITED STATES

- Collection Facilities
- Recycling Facilities
- Organics Facilities
- Landfills
- Landfill Gas-to-Energy
- Transfer/Drop Off
- Home Office
- Compressed Natural Gas (CNG)

The map dots represent facilities owned/operated by Casella. Select CNG facilities are owned by third parties. Green shaded areas represent our service territory.



ESTABLISHED 1975

DRIVER CAREER PATH PROGRAM

CAREERS WITH CONTINUOUS LEARNING & ADVANCEMENT!



Always Hiring Great People!

To apply, scan here or text **CASELLA** to **802-625-6293**



Message frequency will vary. Message and data rates may apply.

Learn more at casella.com/careers

Casella Waste Systems, Inc. is a Military Friendly and Equal Opportunity Employer.

Always Hiring Great People!

To apply, scan here or text **CASELLA** to **802-625-6293**



Message frequency will vary. Message and data rates may apply.

Learn more at casella.com/careers

Casella Waste Systems, Inc. is a Military Friendly and Equal Opportunity Employer.

DRIVER CAREER PATH PROGRESSION

DRIVER CAREER PATH LEVELS



Class III Driver

Required to advance:
Demonstrates knowledge and competence in three lines of business



Class I Driver

Required to advance:
Holds a CDL B license and demonstrates thorough knowledge of one line of business



Lead Driver

Required to advance:
Complete trainer certification and demonstrates proficient knowledge and competence in all lines of business



Class II Driver

Required to advance:
Demonstrates knowledge and competence in two lines of business



Apprentice Driver

Required to advance:
Complete helper safety (Rear Load Residential) training, complete CDL training, and complete safety and customer service training



Lead Driver

Develops driver training plans and coaches employees to achieve successful outcomes. Completes assigned route sheet for all LOB. Provides courteous customer service and communicates professionally. Performs pre-trip and post-trip vehicle inspections. Completes all company and federally-mandated paperwork accurately. Maintains appearance of truck in accordance with company standards. Safe operation of RL, FL, ASL and/or RO trucks.



Class III Driver

Completes assigned route sheet for 3 LOB. Provides courteous customer service and communicates professionally. Performs pre-trip and post-trip vehicle inspections. Completes all company and federally-mandated paperwork accurately. Maintains appearance of truck in accordance with company standards. May hold a CDL-A or other endorsements with no restrictions. Safe operation of RL, FL, ASL and/or RO trucks.



Class II Driver

Completes assigned route sheet for 2 LOB. Provides courteous customer service and communicates professionally. Performs pre-trip and post-trip vehicle inspections. Completes all company and federally-mandated paperwork accurately. Maintains appearance of truck in accordance with company standards. May hold a CDL-B or other endorsements with no restrictions. Safe operation of RL, FL, ASL and/or RO trucks.



Class I Driver

Completes assigned route sheet for 1 LOB. Provides courteous customer service and communicates professionally. Performs pre-trip and post-trip vehicle inspections. Completes all company and federally-mandated paperwork accurately. Maintains appearance of truck in accordance with company standards. Safe operation of rear load, front load, side load and/or roll off trucks on streets, highways, customer sites and construction sites.



Apprentice Driver

Employees with 60 days or more of continuous employment and a valid CDL Permit may be eligible to participate in Casella's CDL Training School. The Apprentice Driver will complete the required training to safely operate a commercial motor vehicle providing service to customers in their respective line of business (LOB). The Apprentice Driver will continue in this role until they complete all training and safety requirements.

TECHNICIAN CAREER PATH PROGRESSION

TECHNICIAN CAREER PATH LEVELS



Lead Technician

Thoroughly identifies defects requiring corrections which affect the operation and safety of all equipment. Inspects, troubleshoots, and repairs all vehicle and equipment systems. Rebuilds and replaces engines and engine components, transmissions, drive line and rear-ends, mechanical systems, electrical systems, and hydraulic components. Develops mechanic training plans and coaches employees to achieve successful outcomes.



Master Technician

Inspects, troubleshoots, and repairs all vehicle and equipment systems. Rebuilds and replaces engines and engine components, transmissions, drive line and rear-ends, mechanical systems, electrical systems, and hydraulic components.



Technician A

Inspects, troubleshoots, and repairs vehicle brakes, suspension, steering, tires, springs, rims, hubs, PTO, hydraulics, engine cooling, starting, ignition, charging, lighting systems, fuel and air intake systems, heating, ventilation and cooling systems to ensure vehicles are in safe and dependable operating condition.



Technician B

Identifies and corrects vehicle operating issues including examining, test driving and troubleshooting electrical and mechanical problems using standard testing procedures and computer diagnostic equipment.



Apprentice Technician

Maintains vehicles in safe, dependable operating condition by performing regular service and preventative maintenance according to safety and compliance guidelines and requirements. Includes conducting safety inspections, maintaining vehicle appearance, performing regular service, and completes service records.

Proposed Framework for Consolidated Collection Feasibility Study

Drafted by Burlington DPW, February 2026

TIME	TASK
4 months	Project Development <ul style="list-style-type: none"> • Build scope, timeline, budget • Secure Council support for study • Secure funding • Establish Consolidated Collection Committee (CCC) <ul style="list-style-type: none"> ○ CCC approves the project scope
4 months	Procure Consultant <ul style="list-style-type: none"> • Issue RFQ • Establish review committee w/ Council, AFSCME, DPW Commission, community reps • Have review committee select consultant
3 months	Kick-Off and Data Collection <ul style="list-style-type: none"> • Consultant and staff compile background information • Solicit initial ideas from public
3 months	Operational Policy Discussion <ul style="list-style-type: none"> • Consultant-led review of operational options <ul style="list-style-type: none"> ○ Opting-out policy vs. everyone pays ○ Pay-as-you-throw (PAYT) vs. volumetric pricing ○ Range of service – residential only? Up to what size property? ○ Billing options – added to property tax or utility bill or billed by hauler to customer directly • Public feedback on these policy options • CCC makes recommendation on operational policy
2 months	Structural Policy Discussion <ul style="list-style-type: none"> • Consultant-led review of City vs. contract operation • Public feedback on public vs. private model • CCC makes recommendation on structure
3 months	Finalize Feasibility Study <ul style="list-style-type: none"> • Consultant drafts implementation plan for CCC-recommended alternative, finalizes report • CCC review and recommend approval of study • City Council reviews and approves study
4 months	Public Vote on Recommendation <ul style="list-style-type: none"> • Public vote needed if seeking to establish enterprise fund
2-3 years	Implementation

Resolution Relating to

RESOLUTION _____

7-YEAR PLAN FOR RESIDENTIAL RECYCLING
COLLECTION & CONSOLIDATED COLLECTION
STUDY

Sponsor(s): _____
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 City of Burlington began curbside residential recycling in 1989[1] and has provided
2 municipal collection services through the Department of Public Works (DPW) since 1993, today enabling the
3 diversion of approximately 5,566,916 pounds, or 502 pounds per household, of recycling per year[2]; and

4 WHEREAS, DPW’s recycling collection operation for the last five years has been chronically
5 understaffed [3], requiring the use of DPW street maintenance employees for recycling collection, and
6 requiring the use of incentive and retention compensation to maintain existing staffing levels; and

7 WHEREAS, leadership from the American Federation of State, County and Municipal Employees
8 (AFSCME) Local 1343, representing DPW employees, submitted a written correspondence to the City
9 Council on January 30, 2026, expressing their support to contract out residential recycling collection due to
10 the operational strain it has been putting on DPW workgroups; and

11 WHEREAS, on July 16, 2025 and November 3, 2025, the City issued Requests for Price Quotes
12 (RFPQ) from private companies to collect recycling for DPW, while having DPW continue to manage other
13 aspects of the recycling program including administration, monitoring collection performance, toter sale and
14 distribution, solid waste generation tax collection; and

15 WHEREAS, Casella Waste Systems (Casella) was been the sole respondent to the RFPQ process,
16 having submitted a five-year proposal on August 18, 2025 that was cost prohibitive, and a seven-year proposal
17 on November 14, 2025, that would cost slightly less than DPW’s in-house operation projection (\$1.69 vs
18 \$1.83 million annually), and which would necessitate in a lower proposed solid waste generation tax increase
19 than keeping the service in-house [6]; and

20 WHEREAS, the Burlington Public Works Commission voted six to one on November 19, 2025, in
21 favor of pursuing a contract with Casella, with those supporting expressing both a desire (i) for DPW
22 management to have more time to advance the Commission’s programmatic and policy interests; and (ii) to
23 protect Street Maintenance and Equipment Maintenance better from the operational burdens of the Recycling
24 program. [7]

Resolution Relating to 7-YEAR PLAN FOR RESIDENTIAL RECYCLING COLLECTION

25 WHEREAS, the TEUC voted two to one on November 29, 2025, in favor of maintaining recycling
26 collection performed by DPW employees, with the two Councilors voting in the affirmative preferring greater
27 oversight with a City-staffed collection and the negligible financial savings with the Casella proposal [7]; and

28 WHEREAS, there remains significant community interest in exploring a consolidated collection
29 system for trash, recycling, and organic waste; and

30 WHEREAS, DPW leadership has expressed reservation about further study of municipal
31 consolidated collection citing staff bandwidth, department priorities, and diversity of opinion on City
32 Council regarding such an effort [5] though they are prepared to carry out this study should the Council
33 authorize executing the 7-year recycling contract to reduce day-to-day operational burdens in the department;

34 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby recognizes the tireless ongoing
35 work of frontline staff across DPW who have kept this vital recycling service going despite the operational
36 challenges faced; and

37 BE IT FURTHER RESOLVED that the City Council authorize the Director of Public Works or their
38 designee to execute a 7-year recycling collection contract with Casella consistent with their amended
39 November 14, 2026 proposal; and

40 BE IT FURTHER RESOLVED that the City Council form a special Consolidated Collection Study
41 Committee starting in FY'28 to study a consolidated collection model for residential trash, recycling and
42 compost, and evaluate both City-staffed and contracted models that could be implemented at the end of the 7-
43 year recycling collection contract; and

44 BE IT FURTHER RESOLVED that DPW bring an update to the Transportation, Energy & Utilities
45 Committee and the full City Council by the end of FY'27 that includes a draft consultant scope of work and an
46 associated timeline for the consolidated collection study.

47

48 References:

- 49 1. <https://www.burlingtonvt.gov/FAQ.aspx?QID=270>
50 2. <https://www.burlingtonvt.gov/315/Recycling-Solid-Waste-Collection>
51 3. <https://www.wcax.com/2025/04/23/burlington-considers-scrapping-recycling-program>
52 4. [https://www.wamc.org/news/2025-04-16/burlington-city-council-holds-work-sessions-on-overdose-
53 prevention-site-planning-and-recycling](https://www.wamc.org/news/2025-04-16/burlington-city-council-holds-work-sessions-on-overdose-prevention-site-planning-and-recycling)
54 5. 10/29/2025 TEUC memo
55 <https://burlingtonvt.portal.civicclerk.com/event/8546/files/attachment/11496>

56 6. 11/25/2025 TEUC memo

57 <https://burlingtonvt.portal.civicclerk.com/event/8601/files/attachment/11841>

58 7. 12/15/2025 CC memo

59 <https://burlingtonvt.portal.civicclerk.com/event/8237/files/attachment/12046>

60

61 CS/Resolutions 2026/7 Year Plan for Residential Recycling Services

62 2-9-26



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Caleb Manna, Associate Public Works Engineer

DATE: February 17, 2026

CC: Chapin Spencer, Director of Public Works
Corey Mims, P.E., Senior Public Works Engineer
Laura Wheelock, P.E., City Engineer - Division Director
Jack Keller, P.E., Public Works Engineer
Ashley Parker, Capital Program Director

RE: CY26 Paving Contract – Authorization to Award

Request

The Department of Public Works (“DPW”) seeks approval and authorization from the Board of Finance and City Council to execute a construction contract with Pike Industries Inc. (Pike) for the Calendar Year (“CY”) 2026 Paving Contract. The CY26 Paving project budget consists of the CY26 Paving Contract plus additional pedestrian and bicycle capital improvements in the amount of \$1,517,155.6 with an additional \$187,844.4(~12%) in contingency funds, totaling \$1,705,000.00.

Summary

The annual paving contract consists of mill and fill street paving, installation and replacement of traffic calming features, line striping, lowering and raising catch basins, adjusting manhole structures, and adjusting water valves throughout the project streets. Additionally, as part of the City’s commitment to accessibility and inclusivity, the CY26 Paving project will make progress toward the City’s ADA Transition Plan. This includes ensuring that all adjustments and updates to curbs and sidewalk ramps at crosswalks adhere to ADA guidelines. Scope of work for the paving contract is broken out into two categories, Mill/Fill Streets and Patching Streets. Contingency funds for the paving program are meant to address emergency issues that may arise on City streets throughout the course of a winter.

Mill and Fill Streets: This work will involve milling off the top course of pavement and applying a new top course to the road.

DPW is prepared to move forward with its Calendar Year 2026 Paving, which involves a 1.5” mill and fill along the following streets:

Street	Limits	Length (miles)
Colchester Avenue	S. Prospect-Latham Ct	~0.46
Cumberland Road	Entire Street	~0.30
Greene Street	Loomis St-Hickok Pl	~0.11
Park Street	North St-Sherman St	~0.17
Summer Street	Entire Street	~0.05
Saratoga Avenue	Entire Street	~0.35
Rivermount Terrace	Entire Street	~0.30
Bennington Court	Entire Street	~0.05
Scarff Avenue	Shelburne St-Wells St	~0.10
Depot Street	Entire Street	~0.21
	Total	~2.10

Patching Streets: Patching work involves repairing small sections of damaged or deteriorated road surfaces. This process includes milling the deteriorated surface and keying in the new pavement to ensure a longer life for the patched section. After assessing the extent of the damage, the affected area is removed and prepared for new asphalt or other paving material. Finally, the patched area is carefully applied and compacted to ensure a smooth and durable surface, restoring the road's integrity and safety. For CY26, a portion of the following streets have been identified and selected for pavement patching:

Lake Street, Archibald Street, Intervale Road, North Avenue

Background

The Burlington Street network consists of over 96 miles of accepted streets. These roads are classified as Primary/Arterial, Secondary/Collector and Tertiary/Residential. Each street type has a different anticipated lifespan generally based on average daily traffic volumes and historic paving records. In order to keep pace with the anticipated lifespan of the Burlington Street network a minimum of 4.1 miles of Burlington maintained roadway needs to be paved annually.

	City Roadway Length (Miles)	Estimated Roadway Lifespan (Years)	Minimum Paving Per Year Based on Estimated Lifespan (Miles)
Primary	20.6	15	1.4
Secondary	23.2	20	1.2
Tertiary	46.2	30	1.5
Class I (VTrans)	6.6	VTrans Maintained (~12 year paving cycle)	
Total	96.8		4.1

Currently the city has over 10 miles of roads with Pavement Condition Index (PCI) values below acceptable values. In order to correct this Burlington would need to pave more than the minimum 4.1 miles annually. Without additional funding the Burlington paving program will fall further behind in the necessary maintenance of our City street network. Like most assets the longer we wait the more costly the repairs and subsequent funding need will be.

There are a number of factors DPW Staff consider when selecting streets to pave and patch. Often prioritizing streets which are in the worst condition; pavement condition is assessed and statistically tracked with the annual pavement condition index (PCI). The PCI serves as an important metric for evaluating the state of road infrastructure. It provides valuable data for prioritizing maintenance and repair efforts, aiming to ensure safe and efficient travel for residents and visitors alike.

DPW Staff also use traffic volume or average daily traffic is also used in prioritizing streets for paving; streets which have high traffic volumes are more prone to wear and tear and service a large volume of the public. In addition, coordination with other projects (public and private) helps drive which streets are selected. Streets chosen for patching are those that have isolated issues which could be maintained or extend the life through smaller-scale preventative maintenance.

Contractor Bid/Selection

This year’s invitation for bids resulted in four qualified bids being submitted; Engineers Construction Inc. (ECI), S.D. Ireland Brothers Corporation (SDI), Pike Industries (Pike), and All States Material Group, see Table-1. The values shown in Table-1 are the audited bids of the bidders.

Table 1 – Bids Results for Construction Contract

Contractor	Base Bid Tab-1 Paving Work	Add Alt 1 Patching
ECI	\$1,498,137.00	\$293,147.50
SDI	\$1,404,381.75	\$242,010.00
Pike Industries	\$1,336,678.60	\$180,477.00
All States Material Group (Formerly J. Hutchins)	\$1,601,184.75	\$330,662.00

Based on the bids received, DPW Staff recommends awarding the CY26 Paving contract to Pike Industries. The total contract amount to be awarded to Pike is the combined Base Bid and Add Alt 1 price of \$1,517,155.6, as the lowest responsible bidder. DPW Staff are also requesting authorization to use an additional \$187,844.4 (~12%) in contingency funds. Combined for a total requested amount is \$1,705,000.00.

Funding for Project

The CY26 Paving Contract is funded in part by the passing the recent GO Bond in early March of 2025. This 2.1 mile contract is larger than previous years, and was developed based on the \$2.45 million allocation derived from Go Bond funding, supplemented by Street Capital Funds. DPW staff, in coordination with the City's Capital Committee, are continuing to develop a larger coordinated paving plan for 2027-2030, utilizing the voter-approved bond funding. Due to advantageous bid pricing for the CY26 Paving Contract, DPW staff is currently evaluating remaining Street Capital funds for potential use on future pavement and sidewalk improvements.

DPW is seeking to create the following Capital Project Budget for the CY26 Street Reconstruction Program from the following funding sources, see Attachment-1:

- 1) \$ 1,695,508.39 in GO Bond Funds - CY26 Paving Contract (including ~12% contingency)
- 2) \$5,785.73 in Street Capital funding – CY26 Paving Contract and pedestrian signal upgrades
- 3) \$3,696.88 Transportation Funds – (includes ~12% Contingency for Transportation Program Upgrades – Bike Ramp

The total available funds to be used towards the contract is \$1,705,000.00.

Attachments

1. CY26 Paving Project Budget.

Questions

Thank you for your consideration of these requests. If you have any questions, please feel free to contact:

Caleb Manna: cmanna@burlingtonvt.gov, (802) 503-2358

Jack Keller: jckeller@burlingtonvt.gov, (802) 829-6046

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY26 paving project budget, in the amount of \$1,517,155.6 , with an additional \$187,844.4 in contingency funds, equaling a total authorized expenditure of \$1,705,000.00 for the

An Equal Opportunity Employer

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projected construction costs to complete the CY26 Paving project.

2. To approve and recommend the City Council authorize the Director of Public Works, or their designee, to execute a construction contract with Pike Industries Inc. for the CY26 Paving project in the amount of \$1,517,155.6 , with an additional \$187,844.4 in contingency funds, equaling a total authorized expenditure of \$1,705,000.00, subject to the final review and approval by the Office of the City Attorney.

City Council:

1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY26 paving project budget, in the amount of \$1,517,155.6, with an additional \$187,844.4 in contingency funds, equaling a total authorized expenditure of \$1,705,000.00 for the projected construction costs to complete the CY26 Paving project.
2. To authorize the Director of Public Works, or their designee, to execute a construction contract with Pike Industries Inc. for the CY26 Paving project in the amount of \$1,517,155.6 , with an additional \$187,844.4 in contingency funds, equaling a total authorized expenditure of \$1,705,000.00, subject to the final review and approval by the Office of the City Attorney.

Attachment 1

Date	Initials	Action
2/6/2026	JCK	Budget creation based on low bidder
2/9/2026	JCK	

Project:	842 Street Reconstruction Program			
Project Manager:	Caleb Manna			
Project Supervisor:	Jack Keller			
Last Updated:	3-Feb-26			
N/W Account Code:	842-19-700-770			
Description:	Annual Street Reconstruction - CY26			

REVENUE FUNDING SOURCES:	Line Item	FY26	FY27	Total	Notes
842-19-700-770.4990_840	Interfund Transfer Proceeds Street Capital	\$ 334,863.56	\$ -	\$ 334,863.56	
842-19-700-770.4990_800	Interfund Transfer Proceeds Bond Proceeds Tsf	\$ 2,450,000.00	\$ -	\$ 2,450,000.00	
841-19-700.4990_100	Transportation Construction Contractual	\$ 4,631.31	\$ -	\$ 4,631.31	Colchester bike ramp
Total Project Funding Sources:		\$ 2,789,494.87	\$ -	\$ 2,789,494.87	

Project Budget Expenses:	Line Item	FY26	FY27	Total	Notes
842-19-700-770.8040_840	Street Paving Street Capital - CY26 Paving	\$ -	\$ -	\$ -	
842-19-700-770.8040_800	Street Paving Bond Expenditures - CY26 Paving	\$ 454,156.44	\$ 1,059,698.37	\$ 1,513,854.81	
842-19-700-770.8040_800	Street Paving Bond Expenditures - CY26 Paving (12% contingency)	\$ -	\$ 181,662.58	\$ 181,662.58	
842-19-700-770.9500_840	Capital Outlay Construction - Crosswalk Upgrades Equipment	\$ 2,842.00	\$ -	\$ 2,842.00	Colchester/East Ave Crosswalk, equipment only
842-19-700-770.9500_840	Capital Outlay Construction - Crosswalk Upgrades Labor	\$ 2,943.73	\$ -	\$ 2,943.73	
841-19-700.9500_100	Transportation Construction Contractual	\$ -	\$ 3,300.79	\$ 3,300.79	Colchester bike ramp
841-19-700.9500_100	Transportation Construction Contractual (12% contingency)	\$ -	\$ 396.09	\$ 396.09	
Current Project Expenses:		\$ 459,942.17	\$ 1,245,057.83	\$ 1,705,000.00	

Board of Finance and City Council Submission Checklist
Version: April 2025

Department: DPW Technical Services Submitter: Caleb Manna

Title/Subject: CY26 Paving Contract-Authorization to Award

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	2/17/2026
<input checked="" type="checkbox"/> City Council	3/9/2026
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	2/10/2026	C. Spencer
Mayor's Office	Yes	2/10/2026	K. Alnasrawi
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	2/5/2026	E. Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/5/2026	E. Ramakrishnan
CAO for budget, financing, and memo	Yes	2/11/2026	K. Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

RESOLUTION _____

SUPPLEMENTAL RESOLUTION NO. 20 TO THE
GENERAL BOND RESOLUTION ADOPTED BY THE
BOARD OF ELECTRIC COMMISSIONERS ON OCTOBER
7, 1981, AS AMENDED

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 City of Burlington (the “City”), through the Burlington Electric Department (“BED”)
2 and the Board of Electric Commissioners (“BED Board”), adopted a General Bond Resolution on October 7,
3 1981 (as amended and supplemented to date, the “Resolution”); and

4 WHEREAS, pursuant to Section 9.2 of the Resolution, the City may from time to time adopt
5 Supplemental Resolutions for the purpose of making changes in the Resolution with the written concurrence
6 of the bond trustee, approval of the holders of not less than sixty-six and two-thirds per cent of the principal
7 amount of the outstanding bonds, and the approval of Build America Mutual Assurance Company, as insurer
8 of the Electric System Revenue Bonds, 2022 Series A (Net Zero Energy Projects); and

9 WHEREAS, at its meeting held February 11, 2026, the BED Board has adopted Supplemental
10 Resolution No. 20 to the Resolution to implement certain amendments to the Resolution;

11 WHEREAS, pursuant to Section 9.2 of the Resolution, Supplemental Resolution No. 20 makes
12 changes to the definition of “Debt Service Reserve Fund Requirement” to be consistent with current U.S.
13 Treasury Department regulations, subject to the respective conditions set forth in Supplemental Resolution
14 No. 20; and

15 WHEREAS, Supplemental Resolution No. 20 amends the Debt Service Reserve Fund (“DSRF”)
16 requirement provisions to give BED the option to (1) issue future bonds with or without the DSRF, or secured
17 by a different reserve fund requirement, as determined in the Supplemental Resolution authorizing such bonds
18 and (2) fund the DSRF via a credit facility in lieu of cash, subject to the respective conditions set forth in
19 Supplemental Resolution No. 20; and

20 WHEREAS, Supplemental Resolution No. 20 modifies the reporting requirements to the Bond Trustee
21 regarding BED’s actual operating expenditures compared to budgeted operating expenses; and

22 WHEREAS, Supplemental Resolution No. 20 modifies the publication of notice requirement to allow
23 the Bond Trustee to publish notice to bondholders via Electronic Municipal Market Access system of the
24 Municipal Securities Rulemaking Board in lieu of publication by newspaper; and

25 NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves Supplemental
26 Resolution No. 20 adopted by the BED Board amending the General Bond Resolution, a copy of which is
27 attached hereto (“Supplemental Resolution No. 20”).

CITY OF BURLINGTON, VERMONT

Board of Electric Commissioners

SUPPLEMENTAL RESOLUTION NO. 20

Be it Resolved by the Board of Electric Commissioners (the “Board”) of the City of Burlington, Vermont (the “City”) as follows:

Section 1. Amendment to General Bond Resolution. The Board has heretofore authorized and issued the \$4,010,000 Electric System Revenue Refunding Bonds, 2017 Series A (the “Series 2017A Bonds”), \$5,410,000 Taxable Electric System Revenue Refunding Bonds, 2017 Series B (the “Series 2017B Bonds”), \$18,045,000 Electric System Revenue Bonds, 2022 Series A (Net Zero Energy Projects) (the “Series 2022A Bonds”), and \$6,540,000 Electric System Revenue Refunding Bonds, 2025 Series A (the “Series 2025A Bonds,” and, together with the Series 2017A Bonds, the Series 2017B Bonds, and the Series 2022A Bonds, and all future series of bonds issued under the Resolution (as defined below), the “Outstanding Bonds”). The Board presently expects to issue \$20,000,000 of its Electric System Revenue Bonds, 2026 Series A (the “Series 2026A Bonds”) to finance capital additions and improvements to the City’s electric system, and energy transformation and energy efficiency projects, in furtherance of the City’s Net Zero Energy goals, as authorized by the voters of the City on November 5, 2024.

The Board hereby authorizes the amendment of the General Bond Resolution (as defined below), subject to the conditions set forth herein.

Section 2. Definitions.

(a) Except as provided herein or unless the context clearly indicates some other meaning, the terms used in this Supplemental Resolution which are defined in the General Bond Resolution (the “General Bond Resolution”) adopted by the Board on October 7, 1981, as amended and supplemented, have the same meaning in this Supplemental Resolution as in the General Bond Resolution. The General Bond Resolution as amended or supplemented from time to time by Supplemental Resolutions is hereinafter referred to as the “Resolution.”

Section 3. General Bond Resolution Amended. Subject to the satisfaction of the conditions set forth in Section 4 herein, the Resolution is hereby amended as follows:

(a) Amendment to Debt Service Reserve Fund.

Pursuant to Section 9.2 of the Resolution, the following sections of the Resolution are amended:

(i) Section 1.1(Q) of the Resolution is amended to read as follows:

(Q) “Debt Service Reserve Fund Requirement” means, with respect to any Series of Bonds, at the election of the City as set forth in the Supplemental Resolution authorizing such Series, (a) with respect to any

Common Bond Reserve Account, as of any date of calculation, an amount equal to the least of (i) the maximum annual Debt Service on outstanding Bonds during the then current or any future Fiscal Year (taking into consideration Sections 2.6 and 2.7 hereof), (ii) 125% of the average annual Debt Service on outstanding Bonds, or (iii) 10% of the aggregate proceeds of all outstanding Bonds upon original issuance thereof and (b) with respect to any Separate Bond Reserve Account, the amount, if any, specified in such Supplemental Resolution.

- (ii) The following defined terms are added to Section 1.1 of the Resolution:

“Credit Facility” means any letter or line of credit, policy of bond insurance, indemnity or surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of Bonds.

“Qualified Financial Institution” means and includes: (1) any U.S. domestic institution which is a bank, trust company, national banking association or a corporation, including the Trustee and any of its affiliates, subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956, or a member of the Financial Industry Regulatory Authority (FINRA), in each case whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating within one of the two highest rating categories by Standard & Poor’s Corporation, Moody’s Investor’s Service, Inc. or Fitch Investors Service, Inc., or which has issued a letter of credit, contract, agreement or surety bond in support of debt obligations which have been so rated; (2) an insurance company with a claims-paying ability or a corporation whose obligations are guaranteed by an insurance company (in the form of an insurance policy) or by an insurance holding company rated within one of the two highest rating categories by Standard & Poor’s Corporation, Moody’s Investor’s Service, Inc. or Fitch Investors Service, Inc., or whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating within one of the two highest rating categories by Standard & Poor’s Corporation, Moody’s Investor’s Service, Inc. or Fitch Investors Service, Inc.; or (3) any banking institution whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating within one of the two highest rating categories by Standard & Poor’s Corporation, Moody’s Investor’s Service, Inc. or Fitch Investors Service, Inc.

- (iii) The third paragraph of Section 5.2 of the Resolution is amended to read as follows:

Second, to payment of the amounts to be paid from the Revenue fund into the Debt Service Fund, Debt Service Reserve Fund (pro rata on the basis of the amounts so required), and Special Redemption Fund;

- (iv) Section 5.4 of the Resolution is amended to read as follows:

Section 5.4 Debt Service Reserve Fund.

A. There is hereby established a special reserve fund of the City to be held in trust and administered by the Bond Trustee and to be known as the “Electric System Revenue Bond Debt Service Reserve Fund”. The purpose of the Debt Service Reserve Fund is to provide a reserve for the payment of the principal or redemption price and interest on any Series of Bonds, as may be deemed appropriate at the time of issuance of such Series of Bonds.

B. There shall be created a separate account in the Debt Service Reserve Fund to be known as the “Common Bond Reserve Account”, which shall be applied, to the extent other funds are not available therefor, solely to pay the principal, interest, and any sinking fund installments due on: (i) all outstanding Bonds of the following series (a) the \$4,010,000 Electrical System Revenue Refunding Bonds, 2017 Series A dated December 20, 2017, (b) the \$5,410,000 Taxable Electrical System Revenue Refunding Bonds, 2017 Series B dated December 20, 2017, (c) the \$18,045,000 Electric System Revenue Bonds, 2022 Series A (Net Zero Energy Projects) dated April 5, 2022, (d) the \$6,540,000 Electric System Revenue Refunding Bonds, 2025 Series A dated August 7, 2025, and (e) the \$20,000,000 Electric System Revenue Refunding Bonds, 2026 Series A authorized by Supplemental Resolution No. 19, to the extent outstanding and (ii) any other Series of Bonds designated as being secured by the Common Bond Reserve Account in the Supplemental Resolution providing for the issuance of such Bonds (such Bonds, the “Common Bond Reserve Account Secured Bonds”). If there is a deficiency in the amounts transferred from the Interest Account, Principal Account or Sinking Fund Account to pay an installment of interest or principal or a sinking fund installment on the Common Bond Reserve Account Secured Bonds, the Bond Trustee shall make up the deficiency by transfer from the Debt Service Reserve Fund. The City shall forthwith reimburse the Common Bond Reserve Account from the Revenue Fund. In the event of the refunding of any Common Bond Reserve Account Secured Bonds, the Trustee shall, upon the written direction of the City, withdraw from the Common Bond Reserve Account all or any portion of the amounts accumulated therein with respect to such Bonds to be refunded and deposit such amounts as provided in such written direction; provided, however, that such withdrawal shall not be made unless (i) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 11.1 hereof and (ii) after giving effect to any amounts being simultaneously deposited therein, the amount remaining in the Common Bond Reserve Account after such withdrawal shall not be less than the Debt Service Reserve Fund Requirement.

C. Each Supplemental Resolution providing for the issuance of a Series of Bonds may also provide for the establishment of a separate account to be maintained in the Debt Service Reserve Fund (a “Separate Bond Reserve Account”, and together with the Common Bond Reserve Account, the “Bond Reserve Accounts”). Amounts on deposit in any Separate Bond Reserve Account shall be used and withdrawn as provided in the Supplemental Resolution authorizing such Series of Bonds, and any withdrawals therefrom shall be replenished or reimbursed as provided in such related Supplemental Resolution. Amounts in any Separate Bond Reserve Account shall be used only for the benefit of the holders of the Series of Bonds which were issued pursuant to the Supplemental Resolution establishing such Separate Bond Reserve Account and not for the benefit of the holders of any other Series of Bonds.

D. There shall be deposited from the proceeds of each Series of Bonds into the Debt Service Reserve Fund the amount necessary so that there will be on deposit in the Debt Service Reserve Fund immediately after their issuance an amount equal to the Debt Service Reserve Fund Requirement, except that the Supplemental Resolution providing for the issuance of the Series may provide for payment of a portion or all of the Debt Service Reserve Fund Requirement (or of the increase thereof resulting from the issuance) from the Revenue Fund into the Debt Service Reserve Fund in one or more installments ending not later than three (3) years from the estimated Date of Commercial Operation, as set forth in the Supplemental Resolution, of the Project to which the Series is attributable. If the Series is attributable to more than one Project, it may be subdivided for this purpose.

E. If the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement on June 30 of any year, the City shall forthwith make up the deficiency from the Revenue Fund. If the amount in the Debt Service Reserve Fund is greater than the Debt Service Reserve Fund Requirement on June 30 of any year or immediately after the issuance of a Series of Bonds, the excess shall be dealt with in the manner provided for earnings from investment of the Debt Service Reserve Fund. For the purposes of this paragraph, the Debt Service Reserve Fund Requirement shall be adjusted to reflect provisions by Supplemental Resolution for installment payment of the Debt Service Reserve Fund Requirement pursuant to this Section.

F. In lieu of the deposit of moneys in the Debt Service Reserve Fund, or in substitution of moneys previously deposited therein, the City at any time may cause to be credited to the Debt Service Reserve Fund, from a Qualified Financial Institution, a Credit Facility for the benefit of the holders of any Series of Bonds equal to the difference between the Debt Service Reserve Fund Requirement and all other amounts then on deposit (or, in the case of substitution of moneys previously on deposit therein, the

amount remaining on deposit) in the applicable Bond Reserve Account for such Series of Bonds. Any funds in the Debt Service Reserve Fund that are subsequently replaced by a Credit Facility shall be transferred by the Trustee to the Renewal and Replacement Fund, the Special Redemption Fund or the Construction Fund, as the City shall direct; provided that the City may direct the Trustee to transfer such funds to any other Fund or Account under this Resolution or otherwise upon advice from bond counsel to the effect that such transfer will not adversely affect the tax-exempt nature of the interest on any Series of outstanding Bonds. The Credit Facility shall be payable (upon the giving of notice as required thereunder) on any date on which moneys will be required to be withdrawn from the applicable Bond Reserve Account and applied to the payment of the principal of or interest on any Bonds of such Series and such withdrawals cannot be made by amounts credited to the Debt Service Reserve Fund. If a disbursement is made pursuant to a Credit Facility provided pursuant to this paragraph the City shall be obligated either (i) to reinstate the maximum limits of such Credit Facility or (ii) to deposit funds into the applicable Bond Reserve Account of the Debt Service Reserve Fund in accordance with this Section 5.4, or a combination of such alternatives, as shall provide that the amount credited to the applicable Bond Reserve Account of the Debt Service Reserve Fund equals the applicable Debt Service Reserve Fund Requirement. In the event that the City elects to substitute a Credit Facility for moneys deposited in the Debt Service Reserve Fund, the City shall give notice of such substitution to all rating agencies then rating the Bonds.

ANY CREDIT FACILITY DEPOSITED IN THE DEBT SERVICE RESERVE FUND WITH RESPECT TO AN OUTSTANDING SERIES OF BONDS AND THAT RELATED SERIES OF BONDS SHALL BE DISREGARDED IN DETERMINING THE DEBT SERVICE RESERVE FUND REQUIREMENT FOR OTHER BONDS OUTSTANDING UNDER THE RESOLUTION.

(b) Amendment to Annual Budget Requirements.

Pursuant to Section 9.2 of the Resolution, Section 7.2 of the Resolution is amended by deleting the sentence “The City shall not incur aggregate Operating Expenses in any Fiscal Year in excess of the aggregate amount shown in the annual budget as amended and supplemented except in case of emergency and shall promptly file a written report of such excess expenditure with the Bond Trustee”.

(c) Amendment to Publication of Notice.

Pursuant to Section 9.2 of the Resolution, Section 13.6 of the Resolution is amended to read as follows:

Section 13.6 Publication of Notice. Except as otherwise provided in the Resolution, any provision in the Resolution for giving notice by publication shall

be complied with by publication in a daily newspaper of general circulation in the City of Boston, Massachusetts, and in a daily newspaper of general circulation or a financial journal of substantial circulation in the City of New York, New York, or in either case, if the required publication cannot be accomplished by reason of suspension of Publication or otherwise, in a substitute newspaper approved by the Bond Trustee, or, if there is a vacancy in the office of Bond Trustee, by the City. In lieu of the foregoing, the Bond Trustee may give notice by publication by providing notice via the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board (“MSRB”) or in any other electronic format as may be prescribed by the MSRB.

Section 4. Effect of Amendments. The effectiveness of the amendments to the Resolution contained in Section 3 herein shall be effective upon satisfaction of the following conditions:

- (a) The consent of the holders of not less than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) in principal amount of the Outstanding Bonds as required under Section 9.2 of the Resolution;
- (b) The written concurrence of the Bond Trustee under Section 9.2 of the Resolution;
- (c) The delivery of an opinion of counsel to the City under Section 9.4 of the Resolution; and
- (d) Receipt of the written consent of Build America Mutual Assurance Company as bond insurer of the 2022A Bonds, as required under Section 5 of Exhibit A to the Series Certificate adopted in connection with Supplemental Resolution No. 17.

On and after the satisfaction of the respective conditions set forth in this Section 4 for the applicable amendment contained in Section 3 herein, in the case of any inconsistency or contradiction between the provisions set forth in the applicable section of this Supplemental Resolution No. 20 and the Resolution, the applicable provisions of this Supplemental Resolution No. 20 shall control.



TO: Burlington Board of Finance
Burlington City Council

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

DATE: February 17, 2026

RE: Supplemental Resolution No. 20 to the General Bond Resolution

As Burlington Electric Department (BED) prepares for issuance of its 2026 Net Zero Energy & Grid Reliability revenue bonds, it has evaluated, in consultation with bond counsel and PFM, the General Bond Resolution (GBR) adopted by the Board of Electric Commissioners on October 7, 1981 potential amendments to the GBR to modernize some provisions coincident with the issuance of new debt.

Attached is a City Council Resolution adopting Supplemental Resolution No. 20 to the GBR, which would:

1. Amend the Debt Service Reserve Fund (DSRF) requirement provisions to give BED the option to issue future bonds with or without the DSRF, as determined in the Supplemental Resolution authorizing such bonds.
2. Modify the DSRF Requirement to be the “least of the three” test consistent with current U.S. Treasury Department regulations, rather than just maximum annual debt service.
3. Include language that would give BED flexibility to fund the DSRF with a credit facility in lieu of cash.
4. Modify the actual vs. budgeted operating expense spending requirements.
5. Modify the publication of notice requirement to allow the Bond Trustee to publish notice to bondholders via Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board in lieu of publication by newspaper.

Since these are substantive amendments, 2/3 of outstanding bondholders must approve of them before the changes go into effect. Assuming Supplemental Resolution No. 20 is adopted, we would ask the Vermont Bond Bank to consent to these amendments—both for the 2025 Refunding Bonds and the new 2026 Bonds—which would represent approximately 50% of bondholders. That percentage will continue to increase as outstanding debt is paid off. In the future, should BED issue new bonds, we would include consent to these amendments as a condition of purchase.

The Burlington Electric Commission unanimously adopted Supplemental Resolution No. 20 at its February 11, 2026 meeting. If Supplemental Resolution No. 20 is adopted subsequently by the Board of Finance and City Council, the next step would be written concurrence from the bond trustee, Zions Bank. We have consulted

informally Zions and the Vermont Bond Bank about these changes; while we have not yet requested their formal consent, they have expressed no objections or concerns at this time.

BED staff and bond counsel will be present at the Board of Finance and City Council meetings on February 17 and March 9, 2026, respectively, if you have any questions. We appreciate the Board and Council's consideration of this Resolution.

Motions

Board of Finance

To waive the reading and recommend that the City Council adopt the Resolution.

City Council

To waive the reading and adopt the Resolution.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Electric Dept Submitter: Emily Stebbins-Wheelock

Title/Subject: General Bond Resolution Supplemental Resolution No. 20

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	2/17/2026
<input checked="" type="checkbox"/> City Council	3/9/2026
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	2/10/2026	Darren Springer
Mayor's Office	Yes	2/11/2026	Kara Alnasrawi
Board/Commission	Yes	2/11/2026	Burlington Electric Commission
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/11/2026	Jessica Brown/bond counsel
CAO for budget, financing, and memo	Yes	2/11/2026	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



**City of Burlington, Vermont
Presentation of Draft
Audit Results**

February 17, 2026



Objectives

- The What and Why of the Annual Audit
- Review Management Letter
- Discuss Summary of General Fund Results



The City's Annual Audit

- A municipal annual audit is a **review of a municipality's financial records**, accounting practices, and internal controls.
- Includes **all components of the City** including general fund, enterprise funds, and the school district.
- Conducted by a **third-party auditor** who provides an opinion on the municipality's financial statements.
- An audit is a **valuable management tool** for assessing community's fiscal performance. Can assist with improving financial controls and practices and **may also** identify internal control weaknesses and vulnerabilities to fraud.



Reasons Behind the Annual Audit

1. Burlingtonians put their **trust in elected public officials and municipal employees to be responsible custodians of their tax dollars.** The City validates this trust by employing strong financial controls and ensuring that the books of accounts accurately reflect the financial activities of the fiscal year.
2. **Vermont law requires that towns and cities (as well as school districts) account for the monies entrusted to them and that these records be audited (see 24 V.S.A. §§ 1681-1686 and 16 V.S.A. § 323).**



Reasons Behind the Annual Audit

3. Financial accounting provides information for those outside the City management team (elected representatives, citizens and taxpayers), usually after the end of the financial year, and so is essential for **public accountability**.
4. Auditing is the mechanism which provides assurance to the public about the veracity of the accounts, and hence is fundamental to **maintain trust**.



Management Letter Results

- Letter is intended to provide management and City Council with valuable information to assist those charged with governance in fulfilling their responsibilities.
- Provides advice based on best practices that the audit team has learned over the years from working with other clients.
- Can include:
 1. material weakness in internal control
 2. significant deficiency in internal control
 3. recommendations



Management Letter

Good News! No Material Weaknesses or Significant Deficiencies

Three Prior Year Recommendations Reviewed

Recommendation 1: Improve General Ledger Monitoring and Adhere to a Formal Closing Schedule

The City has continued to struggle in recent years with making entries after the formal closing schedule.

City Response:

- DFA has developed a formal year-end closing calendar with specific deadlines and assigned responsibilities
- DFA has implemented monthly GL reconciliation procedures and will enforce a 90-day post-year-end cutoff for all journal entries.
- City's new comptroller will conduct quarterly reviews of key balance sheet accounts to reduce the volume of year-end adjustments.



Management Letter Recommendations

Recommendation 2: Review City Ordinance Language vs. CBAs re: Pension

Recurring finding about the retirement ordinance being inconsistent with CBA language.

City Response:

- After discussing with City Attorney's office and in light of new collective bargaining agreements with BPOA and BFFA (2025–2028), the City will review and update the retirement section of the City Ordinance to ensure consistency with current CBA provisions.
- The City anticipates bringing recommended ordinance amendments to City Council during FY26.

Recommendation 3: Consider Improvements to Information Technology Policies

City Response:

- This recommendation was fully implemented.
- The City has adopted updated IT policies addressing the areas identified in the prior year, including access controls, password management, and acceptable use standards.



General Fund Budget vs. Actual Results

Category	FY24 Actual	FY25 Budget	FY25 Actual	FY25 Variance
Revenues	\$77.2M	\$88.6M	\$86.2M	(\$2.4M)
Expenditures	\$76.6M	\$84.7M	\$81.0M	\$3.7M
Other Sources	\$5.1M	\$5.7M	\$6.1M	\$0.4M
Other Uses	(\$11.4M)	(\$11.2M)	(\$10.7M)	\$0.5M
Net	(\$5.6M)	(\$1.6M)	\$0.7M	\$2.3M

Other Sources = Transfers In, Bond Premium, and Use of Fund Balance

Other Uses = Capital Outlay, Debt Service, and Transfers



FY26 Unassigned Fund Balance

FY24 Unassigned Fund Balance was \$6.15M

Plus Changes to other Fund Balances \$0.6M

Plus Surplus on the Income Statement \$0.7M

FY25 Unassigned Fund Balance is \$7.40M



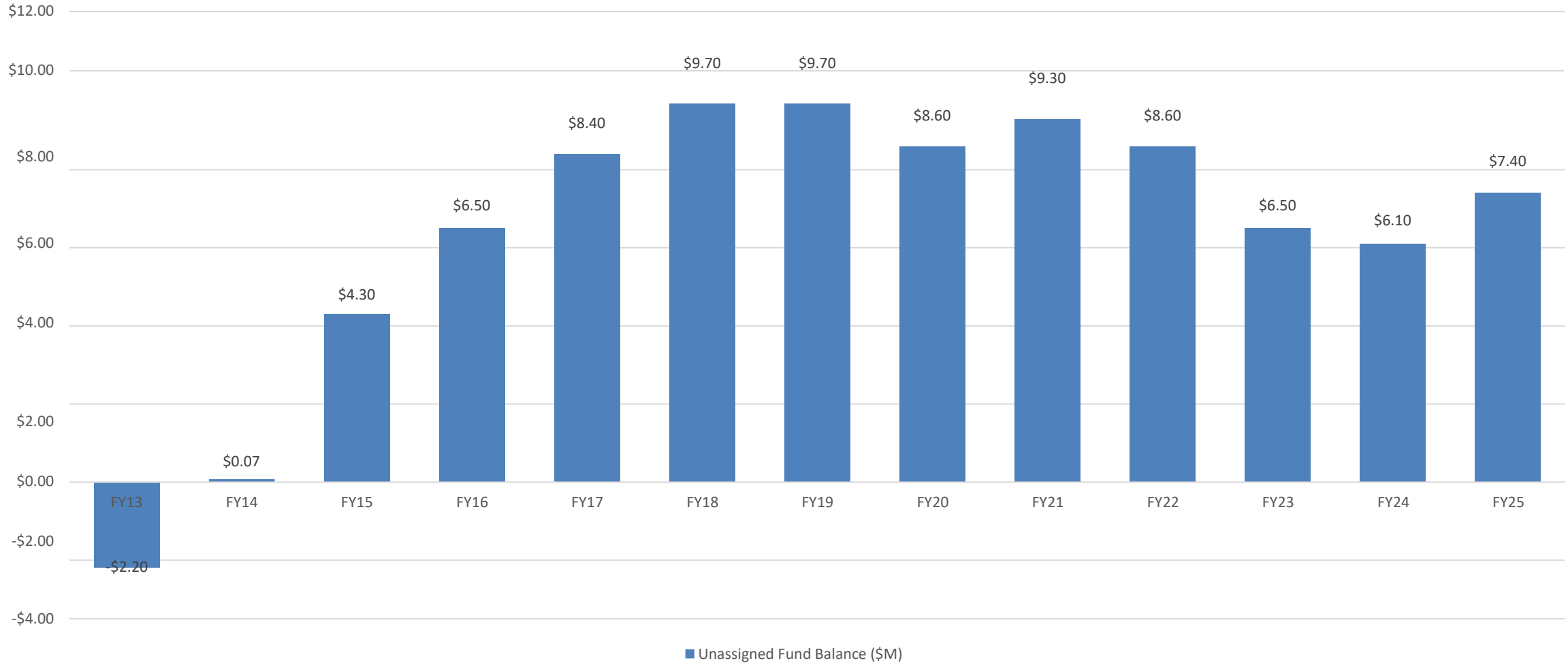
Fund Balance Policy

- Established in 2014

- General Fund Unassigned Fund Balance
 - o Minimum of 5% of operational expenses
 - o Maximum of 15%
 - o Targeted balance is 10%
 - o Important to maintain more than minimum as operational expenses grow each year

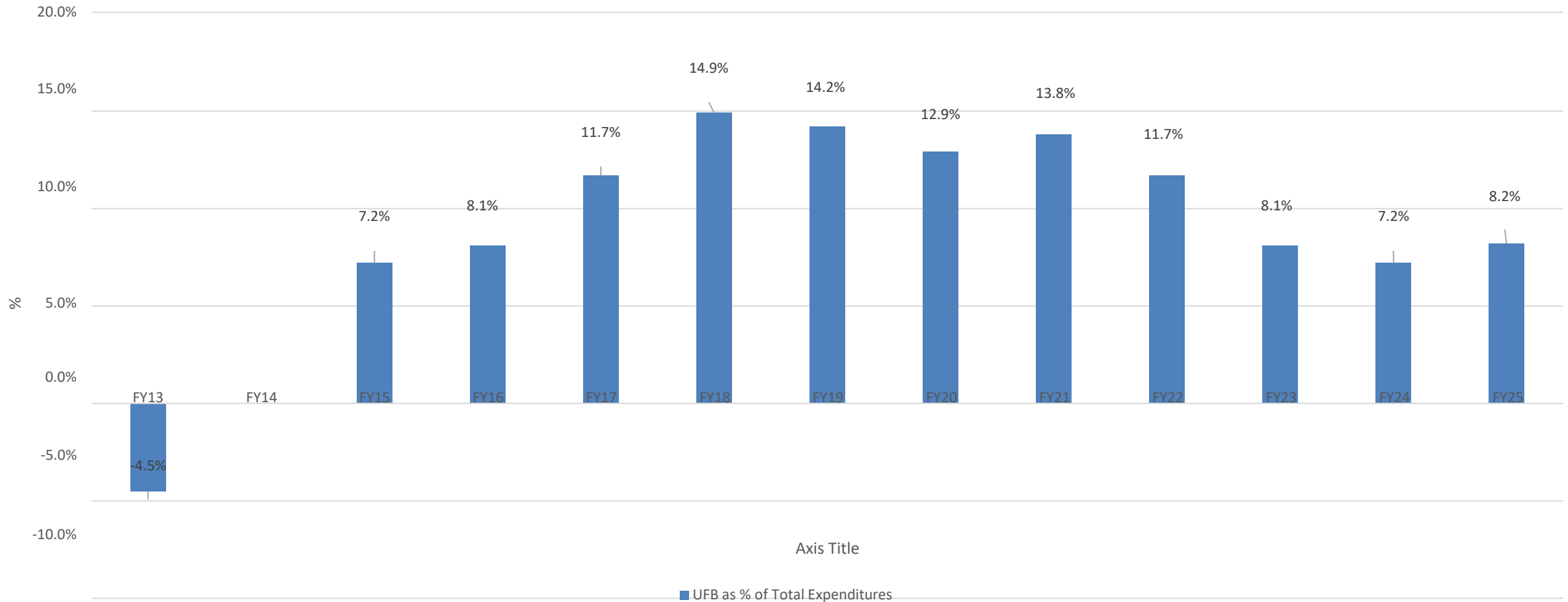


GF Unassigned Fund Balance since FY2013





GF Unassigned Fund Balance as % of Total Expenditures since 2013





Fund Balance Definitions

Nonspendable – assets that don't convert to cash such as prepaid items or inventories.

Unassigned – all other spendable amounts.

Committed – constrained by limitations imposed by City Council itself and remains binding unless Council removes. Not used in the normal course of business.

Assigned – reflects City's intended use of resources and authority rests with Mayor delegated to staff.

Restricted - subject to externally enforceable legal restrictions.



General Fund Balance Classifications as of June 30, 2025 and 2024 – Part 1

Fund Balance Classification	Amount (June 30, 2025)	Amount (June 30, 2024)	Change between FY24 and FY25
Nonspendable	\$0.53M	\$0.52M	\$0.01M
Restricted	\$0.87M	\$0.98M	-\$0.11M
Committed	\$0.84M	\$0.73M	\$0.11M
Assigned	\$2.93M	\$3.51M	-\$0.58M
Subtotal	\$5.2M	\$5.7M	-\$0.6M



General Fund Balance Classifications as of June 30, 2025 – Part 2

Fund Balance Classification	Amount (June 30, 2025)
Nonspendable	\$0.53M
Restricted	\$0.87M
Committed	\$0.84M
Assigned	\$2.93M
Unassigned	\$7.40M
Subtotal	\$12.57M



Questions?

CITY OF BURLINGTON, VERMONT
MANAGEMENT LETTER
FOR THE YEAR ENDED JUNE 30, 2025

CONTENTS

Introductory Letter..... 1-2

Status of Prior Year Recommendations:

1. Improve General Ledger Monitoring and Adhere to a Formal Closing Schedule3
2. Review City Ordinance Language in Comparison to Collective
Bargaining Agreements (CBAs) in Relation to Pension 3-4
3. Consider Improvements to Information Technology Policies4

To the Honorable Mayor
and City Council
City of Burlington
149 Church Street
Burlington, VT 05401

In planning and performing our audit of the basic financial statements of the City of Burlington, Vermont as of and for the year ended June 30, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, significant deficiencies or material weaknesses may exist that have not been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonable possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit, we became aware of other matters that we believe represent opportunities for strengthening internal controls and operating efficiency. The recommendations that accompany this letter summarize our comments and suggestions concerning those matters.

The City's written responses to our comments and suggestions have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This communication is intended solely for the information and use of management, Mayor, and City Council, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

Merrimack, NH
February XX, 2026

STATUS OF PRIOR YEAR RECOMMENDATIONS**1. Improve General Ledger Monitoring and Adhere to a Formal Closing Schedule*****Prior Year Comment:***

Our audit disclosed that the City continued to make a significant number of material journal entries five to seven months after year-end. Accurate and timely statements provide key data to support fiscal monitoring. Year-end review of all comparative funds' balance sheets for unexpected trends and deficits in fund balances and budget vs actual schedules for unexpected results is necessary to ensure accurate reporting.

We recommended that the City perform year end closing more timely. Monthly analytical review should result in earlier identification of the need for additional entries, improved internal reporting, and will streamline the year-end closing process.

Current Year Status:

Our audit disclosed again that the City continued to prepare material journal entries up to seven months past year-end.

Further Action Needed:

We continue to recommend that the City perform year-end closing sooner by prioritizing key reports to review earlier, which should include the review of all funds' comparative balance sheets and budget vs. actual results. This process should allow City more time to research unexpected trends.

City's Response:**2. Review City Ordinance Language in Comparison to Collective Bargaining Agreements (CBAs) in Relation to Pension*****Prior Year Comment:***

In the past, we have noted inconsistent language in Collective Bargaining Agreements (CBAs) and the City Ordinance with respect to certain pension related accounts. The inconsistency between the pension benefits language in the CBAs and the City retirement ordinance may create legal risks or administrative challenges. By ensuring that the language in the CBAs is consistent with the City retirement ordinance, the City can reduce legal, financial, and operational risks while enhancing clarity.

We recommended that the Legal Department ensure the pension related language in CBAs are consistent with the retirement section of the City Ordinance to mitigate any risk that may occur.

Current Year Status:

We understand that the recommendation has not yet been implemented.

Further Action Needed:

We recommend that the legal department ensure there that retirement section of the City Ordinance is consistent with CBA language when all new CBAs are being negotiated.

City's Response:

3. Consider Improvements to Information Technology Policies

Prior Year Comment:

Maintaining secure, restricted access to the City's IT infrastructure is a critical element for safeguarding the City's personal and financial information. During our audit procedures, we identified instances where the provisioning process included mirroring users for access to New World Systems, but no evidence was attached to the request identifying the permissions that needed to be granted to the new users along with the appropriate approvals. Also, it does not appear that user access review control is currently in place.

Current Year Status:

Our audit disclosed that the recommendation has been fully implemented.

City's Response:

CITY OF BURLINGTON, VERMONT

STATEMENT OF NET POSITION

JUNE 30, 2025

	Primary Government			DPCU
	Governmental Activities	Business-Type Activities	Total	Burlington School District
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES				
ASSETS:				
Current:				
Cash and short-term investments	\$ 71,750,595	\$ 38,579,203	\$ 110,329,798	\$ 34,072,991
Investments	10,102,498	718,157	10,820,655	25,412
Escrows	576,066	560,000	1,136,066	-
Receivables, net of allowance for uncollectibles:				-
Property taxes	3,680,721	-	3,680,721	-
User fees	-	14,024,659	14,024,659	-
Departmental and other	4,643,033	-	4,643,033	27,756
Intergovernmental	5,506,625	16,987,212	22,493,837	22,505,188
Passenger facility charges	-	492,246	492,246	-
Loans	35,497	91,676	127,173	-
Leases	-	-	-	-
Due from other funds	5,737,200	517,500	6,254,700	-
Inventory	640,559	8,893,588	9,534,147	18,498
Prepaid expenses	222,452	69,244	291,696	728,093
Other assets	66,236	1,799,634	1,865,870	-
Total current assets	102,961,482	82,733,119	185,694,601	57,377,938
Noncurrent:				
Restricted cash and short-term investments	-	23,497,013	23,497,013	51,590,128
Restricted investments	-	9,963,764	9,963,764	-
Receivables, net of current portion:				
Loans	4,260,588	-	4,260,588	-
Leases	-	11,682,067	11,682,067	-
Accrued interest	1,596,600	-	1,596,600	-
Equity interests in associated companies	-	35,878,346	35,878,346	-
Regulatory assets and other assets	-	7,145,165	7,145,165	-
Capital assets:				
Land and construction in progress	44,764,519	131,368,455	176,132,974	163,454,925
Other capital assets, net of accumulated depreciation	212,573,208	277,794,533	490,367,741	50,515,725
Total noncurrent assets	263,194,915	497,329,343	760,524,258	265,560,778
TOTAL ASSETS	366,156,397	580,062,462	946,218,859	322,938,716
DEFERRED OUTFLOWS OF RESOURCES:				
Related to pension	16,642,370	5,001,647	21,644,017	1,503,583
Related to OPEB	133,768	236,660	370,428	1,483,326
Loss on advanced refunding	-	205,451	205,451	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	16,776,138	5,443,758	22,219,896	2,986,909
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 382,932,535	\$ 585,506,220	\$ 968,438,755	\$ 325,925,625

(continued)

CITY OF BURLINGTON, VERMONT

STATEMENT OF NET POSITION

JUNE 30, 2025

(continued)

	Primary Government		Discretely Presented Component
	Governmental	Business-Type	

	<u>Activities</u>	<u>Activities</u>	<u>Total</u>	<u>Unit</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION				
LIABILITIES:				
Current:				
Accounts payable	\$ 7,385,562	\$ 20,317,220	\$ 27,702,782	\$ 11,403,562
Accrued liabilities	1,494,757	237,752	1,732,509	3,468,642
Accrued interest	836,976	444,826	1,281,802	-
Due to other governments	10,028,981	-	10,028,981	454
Unearned revenue	3,100,285	173,627	3,273,912	-
Note payable	21,340,000	4,259,148	25,599,148	-
Other liabilities	1,034,621	2,012,653	3,047,274	12,152
Payable from restricted assets	-	718,157	718,157	-
Current portion of long-term liabilities:				
Bonds and loans payable	8,466,348	10,627,576	19,093,924	7,945,815
Notes payable	1,012,052	798,018	1,810,070	-
Lease payable	-	198,883	198,883	2,853,344
Compensated absences liability	255,247	660,364	915,611	77,040
Insurance reserves	1,278,266	-	1,278,266	-
Total current liabilities	56,233,095	40,448,224	96,681,319	25,761,009
Regulatory liability				
oncurrent, net of current portion:	-	821,720	821,720	-
Bonds and loans payable	110,888,057	114,985,190	225,873,247	204,096,202
Net pension liability	80,699,125	27,880,730	108,579,855	11,443,041
Total OPEB liability	3,280,854	1,229,614	4,510,468	4,620,521
Notes payable	2,339,708	2,360,467	4,700,175	-
Lease payable	-	917,682	917,682	4,796,522
Compensated absences liability	2,297,227	1,185,189	3,482,416	436,559
Total noncurrent liabilities	199,504,971	149,380,592	348,885,563	225,392,845
TOTAL LIABILITIES	255,738,066	189,828,816	445,566,882	251,153,854
DEFERRED INFLOWS OF RESOURCES:				
Regulatory deferral	-	8,445,006	8,445,006	-
Related to pensions	2,067,308	1,398,750	3,466,058	371,484
Related to OPEB	1,934,383	729,207	2,663,590	1,043,004
Related to leases	-	11,242,754	11,242,754	-
Other	-	-	-	23,901
TOTAL DEFERRED INFLOWS OF RESOURCES	4,001,691	21,815,717	25,817,408	1,438,389
NET POSITION:				
Net investment in capital assets	157,834,098	280,764,634	438,598,732	58,194,611
Restricted externally or constitutionally for:				
Community development	8,613,272	-	8,613,272	-
Grant expenses	-	-	-	750,000
Debt service/renewal and replacements/capital projects	4,131,088	22,063,648	26,194,736	12,364,255
Contingency reserve	-	1,433,365	1,433,365	-
Deposits with bond trustees	-	5,882,225	5,882,225	-
Special revenue funds	-	-	-	933,907
Permanent funds:				
Nonexpendable	1,303,843	-	1,303,843	-
Expendable	24,917	-	24,917	25,887
Unrestricted	(48,714,440)	63,717,815	15,003,375	1,064,722
TOTAL NET POSITION	123,192,778	373,861,687	497,054,465	73,333,382
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 382,932,535	\$ 585,506,220	\$ 968,438,755	\$ 325,925,625

CITY OF BURLINGTON, VERMONT

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2025

	<u>General</u>	<u>Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and short term investments	\$ 6,744,793	\$ 55,566,118	\$ 9,766,388	\$ 72,077,299
Investments	9,111,670	-	990,828	10,102,498
Escrows	-	576,066	-	576,066
Receivables, net of allowance for uncollectibles:				
Property taxes	3,680,721	-	-	3,680,721
Departmental and other	4,423,156	-	170,015	4,593,171
Intergovernmental	-	4,797,527	709,098	5,506,625
Loans	-	-	4,296,083	4,296,083
Accrued interest	-	-	1,596,600	1,596,600
Due from other funds	6,665,830	-	-	6,665,830
Advances to other funds	66,000	-	-	66,000
Inventory	259,690	-	380,869	640,559
Prepaid expenditures	208,896	-	13,556	222,452
Other assets	27,410	-	-	27,410
TOTAL ASSETS	<u>\$ 31,188,166</u>	<u>\$ 60,939,711</u>	<u>\$ 17,923,437</u>	<u>\$ 110,051,314</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,475,103	\$ 5,511,790	\$ 358,176	\$ 7,345,069
Accrued liabilities	1,318,803	31,644	142,638	1,493,085
Due to other governments	10,028,981	-	-	10,028,981
Unearned revenue	884,551	-	1,694,294	2,578,845
Notes payable	-	18,840,000	2,500,000	21,340,000
Due to other funds	-	-	928,630	928,630
Advances from other funds	-	66,000	-	66,000
Other liabilities	885,209	133,935	15,478	1,034,622
TOTAL LIABILITIES	14,592,647	24,583,369	5,639,216	44,815,232
Deferred Inflows of Resources:				
Unavailable revenues	4,021,046	4,873,685	2,452,811	11,347,542
Fund Balances:				
Nonspendable	534,586	-	5,994,351	6,528,937
Restricted	872,093	36,900,866	6,676,691	44,449,650
Committed	841,413	-	288,363	1,129,776
Assigned	2,927,871	-	-	2,927,871
Unassigned	7,398,510	(5,418,209)	(3,127,995)	(1,147,694)
TOTAL FUND BALANCES	<u>12,574,473</u>	<u>31,482,657</u>	<u>9,831,410</u>	<u>53,888,540</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>\$ 31,188,166</u>	<u>\$ 60,939,711</u>	<u>\$ 17,923,437</u>	<u>\$ 110,051,314</u>

CITY OF BURLINGTON,

GOVERNMENTAL

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30,
2025

	Capital Projects	Nonmajor Governmental	Total Governmental
	<u>General</u>	<u>Fund</u>	<u>Funds</u>
Revenues:			
Taxes	\$ 52,944,311	\$ 4,479,158	\$ 7,176,106
Payments in lieu of taxes	1,846,036	-	-
Licenses and permits	4,317,724	186,932	131,631
Intergovernmental	4,626,684	13,837,474	5,312,758
Charges for services	20,584,406	236,916	6,384,906
Contributions	878,885	172,331	760,993
Investment income	794,797	1,090,440	899,745
Loan repayments	71,117	-	83,952
Other	<u>174,984</u>	<u>127,843</u>	<u>905,265</u>
Total Revenues	86,238,944	20,131,094	21,655,356
128,025,394			
Expenditures:			
Current:			
General government	18,503,617	-	1,110,556
Public safety	39,106,978	-	-
Public works	5,611,612	-	4,468,775
Culture and recreation	16,739,139	-	-
Community development	1,062,519	-	4,888,129
Capital	180,758	38,562,981	102,858
outlay Debt			
service:	5,595,179	-	7,599,115
Interest and bond issue costs	<u>3,490,998</u>	<u>234,000</u>	<u>2,783,064</u>
Total Expenditures	<u>90,290,800</u>	<u>38,796,981</u>	<u>20,952,497</u>
Excess (deficiency) of revenues over (under)	(4,051,856)	(18,665,887)	702,859
Other Financing Sources (Uses):			
Sale of capital asset	23,000	-	-
Issuance of equipment notes	-	721,255	-
Issuance of bonds	-	7,800,000	-
Bond premium	1,043,503	-	-
Transfers in	5,034,239	140,573	430,026
Transfers out	<u>(1,382,334)</u>	<u>-</u>	<u>(395,270)</u>
Total Other Financing Sources (Uses)	<u>4,718,408</u>	<u>8,661,828</u>	<u>34,756</u>
Net change in fund balances	666,552	(10,004,059)	737,615
Fund Balances, at Beginning of Year	<u>11,907,921</u>	<u>41,486,716</u>	<u>9,093,795</u>
Fund Balances, at End of Year	<u>\$ 12,574,473</u>	<u>\$ 31,482,657</u>	<u>\$ 9,831,410</u>
		<u>\$ 53,888,540</u>	

CITY OF BURLINGTON, VERMONT

PROPRIETARY FUNDS

STATEMENT OF NET POSITION

JUNE 30, 2025

	Business-Type Activities Enterprise Funds				Total
	Electric	Airport	Wastewater	Nonmajor Enterprise Funds	
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES					
ASSETS:					
Current:					
Cash and cash equivalents	\$ 13,234,262	\$ 11,367,125	\$ 6,228,147	\$ 7,749,669	\$ 38,579,203
Restricted investments	718,157	-	-	-	718,157
Escrows	-	560,000	-	-	560,000
Receivables, net of allowance for uncollectibles:					
User fees	8,001,463	1,991,615	1,849,873	2,181,708	14,024,659
Departmental and other	-	-	-	-	-
Intergovernmental	-	15,070,872	964,824	951,516	16,987,212
Passenger facility charges	-	492,246	-	-	492,246
Loans	-	91,676	-	-	91,676
Leases	-	-	-	-	-
Due from other funds	-	517,500	-	-	517,500
Inventory	7,869,647	365,983	168,674	489,284	8,893,588
Prepaid expenses	-	66,456	-	2,788	69,244
Other current assets	1,799,634	-	-	-	1,799,634
Total current assets	31,623,163	30,523,473	9,211,518	11,374,965	82,733,119
Noncurrent:					
Restricted cash and short-term investments	-	21,126,199	1,433,365	937,449	23,497,013
Restricted investments	9,963,764	-	-	-	9,963,764
Loans receivable, net of current portion	-	-	-	-	-
Leases receivable, net of current portion	-	11,682,067	-	-	11,682,067
Equity interests in associated companies	35,878,346	-	-	-	35,878,346
Regulatory assets	4,357,768	-	-	-	4,357,768
Renewable Energy Standard inventory	2,787,397	-	-	-	2,787,397
Capital assets:					
Land and construction in progress	11,840,555	114,553,754	4,143,476	830,670	131,368,455
Capital assets, net of accumulated depreciation	93,293,948	135,420,996	23,123,257	25,956,332	277,794,533
Total noncurrent assets	158,121,778	282,783,016	28,700,098	27,724,451	497,329,343
TOTAL ASSETS	189,744,941	313,306,489	37,911,616	39,099,416	580,062,462
DEFERRED OUTFLOWS OF RESOURCES					
Related to pension	3,639,432	650,798	283,833	427,584	5,001,647
Related to OPEB	59,002	99,060	35,834	42,764	236,660
Loss on advanced refunding	205,451	-	-	-	205,451
TOTAL DEFERRED OUTFLOWS OF RESOURCES	3,903,885	749,858	319,667	470,348	5,443,758
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 193,648,826	\$ 314,056,347	\$ 38,231,283	\$ 39,569,764	\$ 585,506,220

CITY OF BURLINGTON, VERMONT

PROPRIETARY FUNDS

STATEMENT OF NET POSITION

JUNE 30, 2025

(continued)

	Business-Type Activities Enterprise Funds				Total
	Electric	Airport	Wastewater	Nonmajor Enterprise Funds	

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

LIABILITIES:

Current:

Accounts payable	\$ 3,664,079	\$ 15,299,814	\$ 920,003	\$ 433,324	\$ 20,317,220
Accrued liabilities	-	96,603	44,208	96,941	237,752
Accrued interest	-	444,826	-	-	444,826
Unearned revenue	-	173,627	-	-	173,627
Notes payable	-	-	3,630,778	628,370	4,259,148
Insurance reserve	-	-	-	-	-
Other current liabilities	1,911,439	2,597	-	98,617	2,012,653
Payable from restricted assets:					
Deposits with bond trustees	718,157	-	-	-	718,157
Current portion of long-term liabilities:					
Bonds and loans payable	5,840,000	3,084,618	1,191,662	511,296	10,627,576
Equipment notes payable	134,968	465,871	28,984	168,195	798,018
Lease payable	-	198,883	-	-	198,883
Compensated absences liability	-	313,734	182,509	164,121	660,364
Total current liabilities	12,268,643	20,080,573	5,998,144	2,100,864	40,448,224

Noncurrent, net of current portion:

Bonds and loans payable	77,118,933	17,275,977	11,319,039	9,271,241	114,985,190
Equipment notes payable	950,412	946,354	58,822	404,879	2,360,467
Lease payable	-	917,682	-	-	917,682
Regulatory liability	821,720	-	-	-	821,720
Net pension liability	22,032,125	2,939,932	1,251,283	1,657,390	27,880,730
Total OPEB liability	743,416	252,262	105,313	128,623	1,229,614
Compensated absences liability	1,185,189	-	-	-	1,185,189
Total noncurrent liabilities	102,851,795	22,332,207	12,734,457	11,462,133	149,380,592

TOTAL LIABILITIES 115,120,438 42,412,780 18,732,601 13,562,997 189,828,816

DEFERRED INFLOWS OF RESOURCES

Regulatory deferral	8,445,006	-	-	-	8,445,006
Related to pension	1,152,140	86,255	82,534	77,821	1,398,750
Related to OPEB	468,248	135,397	56,524	69,038	729,207
Related to leases	-	11,242,754	-	-	11,242,754
TOTAL DEFERRED INFLOWS OF RESOURCES	10,065,394	11,464,406	139,058	146,859	21,815,717

NET POSITION:

Net investment in capital assets	41,480,435	212,443,758	11,037,419	15,803,022	280,764,634
Restricted:					
For debt service/renewal and replacements/capital projects	-	21,126,199	-	937,449	22,063,648
For contingency reserve	-	-	1,433,365	-	1,433,365
Deposits with bond trustees	5,882,225	-	-	-	5,882,225
Unrestricted	21,100,334	26,609,204	6,888,840	9,119,437	63,717,815
TOTAL NET POSITION	68,462,994	260,179,161	19,359,624	25,859,908	373,861,687

TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

\$ 193,648,826 \$ 314,056,347 \$ 38,231,283 \$ 39,569,764 \$ 585,506,220

CITY OF BURLINGTON,
VERMONT

GENERAL FUND
STATEMENT OF REVENUES AND OTHER
SOURCES,
AND EXPENDITURES AND OTHER USES - BUDGET AND
ACTUAL REQUIRED SUPPLEMENTARY INFORMATION
(Unaudited)
FOR THE YEAR ENDED JUNE 30,
2025

	Budgeted Amounts		Adjusted	
	Original <u>Budget</u>	Final <u>Budget</u>	Actual <u>Amounts</u>	Variance With <u>Final Budget</u>
Revenues and other sources:				
Taxes and special assessments	\$ 51,167,280	\$ 51,167,280	\$ 49,667,172	\$ (1,500,108)
Local option sales tax	3,400,000	3,400,000	3,277,139	(122,861)
Payments in lieu of taxes	1,771,722	1,771,722	1,846,036	74,314
Licenses and permits	4,534,287	4,534,287	4,317,724	(216,563)
Intergovernmental	1,325,954	3,869,738	4,626,684	756,946
Charges for services	21,054,061	21,142,175	20,584,406	(557,769)
Investment income (loss)	725,000	725,487	794,797	69,310
Contributions and donations	1,027,500	1,034,047	878,885	(155,162)
Loan repayments	4,000	102,329	71,117	(31,212)
Other revenues	667,071	812,231	197,986	(614,245)
Transfers in	6,965,584	5,150,434	5,034,239	(116,195)
Bond premium	500,000	500,000	1,043,503	543,503
Use of fund balance	<u>1,088,000</u>	<u>2,983,202</u>	<u>-</u>	<u>(2,983,202)</u>
Total Revenues and Other Sources (4,853,244)	94,230,459	97,192,932	92,339,688	
Expenditures and other uses:				
Nondepartmental	4,246,822	4,348,160	3,848,536	499,624
City council	233,163	219,663	202,110	17,553
Regional services and programs	2,821,004	2,821,004	2,783,508	37,496
Mayor	686,077	686,077	653,983	32,094
Clerk treasurer	3,515,843	3,514,727	3,490,952	23,775
City attorney	1,398,276	1,398,276	1,217,361	180,915
Planning and zoning	767,904	824,621	678,510	146,111
City assessor	402,866	402,866	398,469	4,397
Human resources	1,591,110	1,591,110	1,364,266	226,844
REIB	715,568	759,568	608,519	151,049
Department of business and workforce	1,201,321	1,213,707	1,237,993	(24,286)
Information technology	1,995,576	2,082,326	2,019,412	62,914
Fire	17,110,863	17,147,718	16,967,830	179,888
Police	20,758,855	21,224,455	19,944,016	1,280,439
Code enforcement	2,387,505	2,386,660	2,195,133	191,527
Public works	5,995,293	6,001,613	5,611,612	390,001
Library	3,033,028	3,059,336	2,878,292	181,044
Parks and recreation	10,895,485	11,048,664	10,672,055	376,609
Burlington city arts	3,424,484	3,437,984	3,188,792	249,192
Community and economic development	1,141,611	1,149,811	1,062,519	87,292
Capital outlay	159,657	159,657	180,758	(21,101)
Debt service	9,434,383	9,232,056	9,086,177	145,879
Transfers	<u>258,816</u>	<u>1,811,602</u>	<u>1,382,334</u>	<u>429,268</u>
Total Expenditures and Other Uses	<u>94,175,510</u>	<u>96,521,661</u>	<u>91,673,137</u>	<u>4,848,524</u>
Excess (deficiency) of revenues and other sources over (under) expenditures and other uses	\$ <u>54,949</u>	\$ <u>671,271</u>	\$ <u>666,551</u>	\$ <u>(4,720)</u>

See Independent Auditors' Report.