



City Council

Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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To participate in Public Forum in person, sign up at the meeting.

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******ONLINE closes one hour prior to the beginning of public forum******

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 4.2. Accountability List - DFA and place it on the deliberative agenda as item 5.4. (per Councilor Schachter)

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

Subject	2.1. Verbal Comments
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	2. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

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

Subject	3.1. Verbal reports
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

4. Consent Agenda

Subject	4.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

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

Subject	4.2. Accountability List - DFA **now agenda item 5.4.**
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information

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

Subject	4.3. February 17, 2026 Board of Civil Authority Meeting Minutes - DFA
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject 4.4. February 17, 2026 Regular City Council Meeting Minutes - DFA

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject 4.5. February 17, 2026 Local Control Commission Meeting Minutes - DFA

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

Subject 4.6. Communication: Troy Headrick, re: Consent Agenda Item 4.4 - UNDRIP Concerns and Abenaki Representation (2/17 CC)

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

Subject 4.7. 2026 VTRANS Certificate of Highway Mileage - DPW

Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	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
Subject	4.8. CY26 Paving Contract - Authorization to Award - DPW
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	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
Subject	4.9. Church Street and Love Burlington Giveaway Prizes January - December 2026 - CEDO
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	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.

Subject	4.10. Request for Exemption from the City's Livable Wage Ordinance Requirement for Paid Vacation - CEDO
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve JM Environmental's request for a livable wage exemption
Subject	4.11. Title Change and Downward Reclassification of Special Assistant to End Homelessness - CEDO
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve the retitling and regrading of the special assistant to end homelessness a regular, fulltime, non-union, exempt, Grade 21 position to the homelessness and public health manager, a regular, full-time, nonunion, exempt, Grade 20 position, in the Community Economic Development Office
Subject	4.12. Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding - DPI
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Permitting & Inspections
Type	Action (Consent)
Recommended Action	to approve disbursement of \$68,000 in Conservation Legacy Fund monies via grant awards to Vermont Garden Network (\$12,500), Intervale Center (\$29,502), Burlington Wildways (\$12,463) and Rock Point Commons (\$13,535) as recommended by the Conservation Board and Parks Commission and to authorize the City's Land Steward to execute the reward documents and any other documentation necessary to perform the award subject to final review and approval by the City Attorney's Office
Subject	4.13. Tobacco and Tobacco Substitute Endorsement Renewals (2026-2027): see attached list
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration

Type	Action (Consent)
Recommended Action	approve the 2026-2027 Tobacco and Tobacco Substitute Endorsement Renewals as listed
Subject	4.14. Declaration Of Elected Candidates Annual City Election - March 3, 2026
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Communication
Recommended Action	waive the reading, accept the communication and place it on file
Subject	4.15. Declaration Of Election Results Questions On The Ballot Annual City Election - March 3, 2026
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	4.16. Arts So Wonderful events and letter
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	approve the expenditure of \$550 in Council Initiative Funds for the Arts So Wonderful "Know Your Rights" event on Saturday, March 14
Subject	4.17. FIO Documents
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda

Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	4.18. Resolution: Supplemental Resolution No. 20 To The General Bond Resolution Adopted By The Board Of Electric Commissioners On October 7, 1981, As Amended (Board of Finance)
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution

5. Deliberative Agenda

Subject	5.1. Housing Board of Review: Term Expires 6/30/28
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	
Subject	5.2. Update on 2026 Legislative Session (20 mins.)
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Mayor's Office
Type	Action Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	5.3. Resolution: 7-Year Plan For Residential Recycling Collection & Consolidated Collection Study (Board of Finance)(30 mins.)

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department Public Works Department

Type Action
Resolution

Recommended Action to waive the reading and adopt the resolution

Subject 5.4. Accountability List - DFA **was consent agenda item 4.2.**

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department Department of Finance and Administration

Type Action
Communication
Information

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

6. Committee Reports

Subject 6.1. Verbal reports

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Committee Reports

Department Council and Board

Type Information

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

Subject 7.1. Verbal reports

Meeting March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. City Council - General City Affairs (to include Climate and Public Health & Safety
Emergency Updates: up to 5 mins. per Councilor)

Department Council and Board

Type Information

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

Subject 8.1. Verbal reports

Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

9. Adjournment

Subject	9.1. Motion to adjourn
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

10. Informational and Non-Discrimination Statements

Subject	10.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	March 9, 2026 - Regular City Council Meeting - Monday, March 9, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

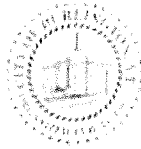
CITY COUNCIL ACCOUNTABILITY LIST

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

Prepared by: Lori Olberg, Council and Licensing Coordinator

3/9/2026

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
2	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
3	9/23/2024	Resolution: The Establishment Of A Downtown Public Safety HUB	the Public Safety Committee shall engage the community on its vision for a public safety hub, and this engagement shall include consultation with interested community partners, including, but not limited to, Neighborhood Planning Assemblies, the DPW Commission, Board of Health, Director of Business and Workforce Development and Church Street Marketplace Commission, Burlington Police Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community	the Public Safety Committee shall report back on the needs and input from the community to the City Council on or by January 21, 2025, including any specific options or recommendations for a public safety hub (e.g.) new or existing freestanding structures, existing storefront space, a mobile public safety hub, etc.); and BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, it is the stated intent of the full City Council to act on specific options or recommendations from the Public Safety Committee on or by March 10, 2025
4	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	on or before March 24, 2025; by March 10, 2025 UPDATE: The note with the action should state that the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date.
5	7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to to the Parks, Arts and Culture Committee	not-specified
6	8/25/2025	Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Acknowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students	it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being	end of this calendar year
7	9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
8	9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified
9	10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified
10	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee) Resolution: March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to Pledge Credit of the City (Referral to Charter Change Committee)	referred to the Charter Change Committee	12/1/2025
11	10/21/2025	Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02	referred to the Charter Change Committee	12/1/2025
12	1/26/2026	Communication: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA	referred to the Ordinance Committee	not-specified
13	2/17/2026		referred to the REIB Committee	not-specified



**BURLINGTON BOARD OF CIVIL AUTHORITY
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
February 17, 2026**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 6:51 pm.

Members present: Mayor Mulvaney-Stanak, City Council President Traverse, Councilors Barlow, Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Schachter, Singh (all in person); Councilors Kane and Neubieser (both online)

Others present: City Attorney Brown, CAO Schad, Interim COS Alnasrawi and Lori Olberg

Subject	1.1. Motion to adopt agenda
Meeting	February 17, 2026 - Board of Civil Authority Meeting - Tuesday, February 17, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

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

2. Consent Agenda

2. Consent Agenda

Subject	2.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	February 17, 2026 - Board of Civil Authority Meeting - Tuesday, February 17, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

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

2.1. Motion to adopt the consent agenda and take the actions indicated

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

Subject **2.2. Resolution: Appointment Of Assistant Election Officials For March 3, 2026 Annual City Election (Councilor Traverse)**

Meeting February 17, 2026 - Board of Civil Authority Meeting - Tuesday, February 17, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Resolution

Recommended Action waive the reading and adopt the resolution

2.2. Resolution: Appointment Of Assistant Election Officials For March 3, 2026 Annual City Election (Councilor Traverse)

3. Adjournment

3. Adjournment

Subject **3.1. Motion to adjourn**

Meeting February 17, 2026 - Board of Civil Authority Meeting - Tuesday, February 17, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

3.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 6:52 pm.

Department	Council and Board
Type	Action Procedural

Recommended Action	open Public Forum close Public Forum
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2.1. Verbal Comments

BTV residents (in person):

State Representative Troy Headrick: not in favor of 5.5

David Massell: not in favor of 5.5

Charlie Messing: not in favor of ICE/#11 bus (to the hospital) needs to come back into service

Romeo Von Hermann: not in favor of 5.2

BTV residents (online):

Forrest Richard: in favor of 5.2

Sharon Bushor: in favor of 5.3 making sure to get residents involved/passing of Jesse Jackson

Julie Macuga: ICE Mayor's Administration EO

Non-BTV residents (in person):

Denise Watso: not in favor of 5.5

Robert Richard: in favor of 5.5

Non-BTV resident:

Keren Sita: on Pochantas' side

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

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

Subject	3.1. Verbal reports
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Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	3. Mayor - General City Affairs (up to 10 mins.)
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Department	Council and Board
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Type	Information
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3.1. Verbal reports

4. Consent Agenda

4. Consent Agenda

Subject	4.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
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Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	4. Consent Agenda
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Department Council and Board

Type Action (Consent)
Procedural

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

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

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

Subject 4.2. Accountability List - DFA

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication
Information

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

4.2. Accountability List - DFA

**Subject 4.3. February 9, 2026 Regular City Council Meeting and Public Information
Hearing on Ballot Questions Minutes - DFA**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

4.3. February 9, 2026 Regular City Council Meeting and Public Information Hearing on Ballot Questions
Minutes - DFA

**Subject 4.4. Authorization to Accept a Work of Public Art from the Abenaki Nation
of Missisquoi Tribal Council - BCA **NOW AGENDA ITEM 5.5.****

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department	City Arts
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of BCA to accept a public art donation as described in Attachment A, with a total value of \$20,000 from the Missisquoi Abenaki Nation; to facilitate site preparation up to a maximum amount of \$25,000; and to execute all necessary documents upon final review and approval by the City Attorney's Office

4.4. Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council -
BCA ****NOW AGENDA ITEM 5.5.****

Subject	4.5. Request for Job Description Updates and Position Reclassifications Department of Finance and Administration
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	1. To 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-time, nonunion 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 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.

4.5. Request for Job Description Updates and Position Reclassifications Department of Finance and Administration

Subject	4.6. Burlington Harbor Marina: Dredging Maintenance Project: Contract Amendment and Budget - BPRW
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Parks, Recreation, & Waterfront

Type	Action (Consent)
Recommended Action	1. To approve and 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 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) and Parks Special Projects Fund (Boathouse Improvements – Dredging) as outlined in the Budget attached Amendment Form.

4.6. Burlington Harbor Marina: Dredging Maintenance Project: Contract Amendment and Budget - BPRW

Subject	4.7. CVOEO Fair Housing Month Sponsorship 2026 - REIB
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action (Consent)
Recommended Action	move to 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

4.7. CVOEO Fair Housing Month Sponsorship 2026 - REIB

Subject	4.8. Acceptance and use of Congressionally Directed Spending for Post Building Fit-up - CEDO
Meeting	February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	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

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

Subject **4.9. Tobacco License and Tobacco Substitute Endorsement Renewals (2026-2027): see attached list**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action approve the 2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals as listed

4.9. Tobacco License and Tobacco Substitute Endorsement Renewals (2026-2027): see attached list

Subject **4.10. FIO Documents**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Communication
Information

Recommended Action for information only

4.10. FIO Documents

Subject **4.11. Resolution: Appointment Of Acting Ward Three Ward Clerk And Acting Inspectors Of Election For Wards Two, Three, And Eight For March 3rd, 2026 Annual City Election (Councilor Traverse)**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Resolution

Recommended Action waive the reading and adopt the resolution

4.11. Resolution: Appointment Of Acting Ward Three Ward Clerk And Acting Inspectors Of Election For Wards Two, Three, And Eight For March 3rd, 2026 Annual City Election (Councilor Traverse)

5. Deliberative Agenda

5. Deliberative Agenda

Subject **5.1. Indoor Entertainment Permit Application (2026-2027): Venetian Soda Lounge, 266 Pine Street, Suite #122**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 Indoor Entertainment Permit Application for Venetian Soda Lounge, 266 Pine Street, Suite #122 with all standard conditions

5.1. Indoor Entertainment Permit Application (2026-2027): Venetian Soda Lounge, 266 Pine Street, Suite #122

Motion made by Councilor Broderick, seconded by Councilor Schachter, to approve the motion as presented. Motion passed unanimously.

Subject **5.2. Resolution: ICE Out Of Burlington (Full City Council)(30 mins.)**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department Council and Board

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

5.2. Resolution: ICE Out Of Burlington (Full City Council)(30 mins.)

Motion made by Councilor McKnight, seconded by Councilor Bergman, to approve the motion as presented. Motion passed unanimously.

Subject **5.3. Joint Committee to review Inclusionary Zoning recommendations - planBTV/CEDO (15 mins.)**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department Planning

Type Action
Communication

Recommended Action accept the communication, place it on file, and refer any comments to the Joint Inclusionary Zoning Committee

5.3. Joint Committee to review Inclusionary Zoning recommendations - planBTV/CEDO (15 mins.)

Charles Dillard and Sarah Morgan, both from Planning, spoke to this agenda item.

Motion made by Councilor Bergman, seconded by Councilor Barlow, to approve the motion as amended: accept the communication, place it on file, approve there being a so-called joint committee on Inclusionary Zoning that calls for each body (council ordinance committee and planning commission) voting as individual bodies and with this so-called joint committee setting its own schedule at its first meeting, and refer any comments to the so-called Joint Inclusionary Zoning Committee.

Motion passed unanimously.

Subject **5.4. Resolution: Advancing Tax Fairness (Councilors Schachter, Barlow, Bergman, Broderick, Carpenter, Kane, Litwin, McKnight, Neubieser, Singh and Traverse)(30 mins.)**

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department Council and Board

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

5.4. Resolution: Advancing Tax Fairness (Councilors Schachter, **Barlow, Bergman, Broderick**, Carpenter, **Kane**, Litwin, **McKnight, Neubieser**, Singh and Traverse)(30 mins.)

Motion made by Councilor Schachter, seconded by Councilor Bergman, to waive the reading and adopt the revised version of the resolution.

Motion passed via roll call vote: 11:1:

Ayes: Councilors Barlow, Bergman, Broderick, Carpenter, Kane, Litwin, McKnight, Neubieser, Schachter, Singh and

City Council President Traverse

Nay: Councilor Grant

Subject **5.5. Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA **WAS AGENDA ITEM 4.4.****

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Deliberative Agenda

Department City Arts

Type Action

Recommended Action to approve and authorize the Director of BCA to accept a public art donation as described in Attachment A, with a total value of \$20,000 from the Missisquoi Abenaki Nation; to facilitate site preparation up to a maximum amount of \$25,000; and to execute all necessary documents upon final review and approval by the City Attorney's Office

5.5. Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council -
BCA ****WAS AGENDA ITEM 4.4.****

Motion made by Councilor Bergman, seconded by Councilor Schachter, to approve the motion as amended:
refer to the REIB Committee for consideration.
Motion passed unanimously.

6. Committee Reports

6. Committee Reports

Subject

6.1. Verbal reports

Meeting

February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category

6. Committee Reports

Department

Council and Board

Type

Information

6.1. Verbal reports

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

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

Subject

7.1. Verbal reports

Meeting

February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category

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

Department

Council and Board

Type

Information

7.1. Verbal reports

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

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

Subject

8.1. Verbal reports

Meeting

February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM,
Contois Auditorium, 149 Church Street, 2nd Floor

Category

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

Department

Council and Board

Type Information

8.1. Verbal reports

9. Adjournment

9. Adjournment

Subject 9.1. Motion to adjourn

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 9. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

9.1. Motion to adjourn

City Council President Traverse convened the meeting at 8:52 pm.

10. Informational and Non-Discrimination Statements

10. Informational and Non-Discrimination Statements

Subject 10.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.

Meeting February 17, 2026 - City Council Meeting - Tuesday, February 17, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 10. Informational and Non-Discrimination Statements

Department Council and Board

Type Information

10.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at

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**BURLINGTON LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
February 17, 2026**

1. Agenda

1. Agenda

City Council President Traverse convened the meeting at 6:53 pm.

Members present: Mayor Mulvaney-Stanak, City Council President Traverse, Commissioners Barlow, Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Schachter and Singh (all in person); Commissioners Kane and Neubieser (both online)

Others present: City Attorney Brown, CAO Schad, Interim COS Alnasrawi and Lori Olberg

Subject	1.1. Motion to adopt agenda
Meeting	February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

Motion made by Commissioner Broderick, seconded by Commissioner Schachter, to adopt the agenda as presented. Motion passed unanimously.

2. Consent Agenda

2. Consent Agenda

Subject	2.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

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

2.1. Motion to adopt the consent agenda and take the actions indicated

Motion made by Commissioner Broderick, seconded by Commissioner Schachter, to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

Subject 2.2. First, Second, Third Class Liquor License and Outside Consumption Permit Renewals (2026-2027): see attached list

Meeting February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action approve the 2026-2027 First, Second, Third Class Liquor License and Outside Consumption Permit Renewals as listed with all standard conditions

2.2. First, Second, Third Class Liquor License and Outside Consumption Permit Renewals (2026-2027): see attached list

3. Deliberative Agenda

3. Deliberative Agenda

Subject 3.1. First and Third Class Liquor License Applications (2026-2027): Akes' Place, 134 Church Street

Meeting February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 First and Third Class Liquor License Applications for Akes' Place, 134 Church Street with all standard conditions

3.1. First and Third Class Liquor License Applications (2026-2027): Akes' Place, 134 Church Street

Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

Subject 3.2. Outside Consumption Permit Application (2026-2027): Akes' Place, 134 Church Street

Meeting February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 Outside Consumption Permit Application for Akes' Place, 134 Church Street with the following condition: Church Street Marketplace Commission Approval

3.2. Outside Consumption Permit Application (2026-2027): Akes' Place, 134 Church Street
Motion made by Commissioner Broderick, seconded by Commissioner Schachter, to approve the motion as presented. Motion passed unanimously.

Subject 3.3. First and Third Class Liquor License Applications (2026-2027): Sweetwaters, 120 Church Street

Meeting February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 First and Third Class Liquor License Applications for Sweetwaters, 120 Church Street with all standard conditions

3.3. First and Third Class Liquor License Applications (2026-2027): Sweetwaters, 120 Church Street
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

Subject 3.4. Outside Consumption Permit Application (2026-2027): Sweetwaters, 120 Church Street

Meeting February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 Outside Consumption Permit Application for Sweetwaters, 120 Church Street with the following condition: Church Street Marketplace Commission Approval

3.4. Outside Consumption Permit Application (2026-2027): Sweetwaters, 120 Church Street
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

Subject 3.5. First and Third Class Liquor License Applications (2026-2027): Thai in the Alley, 36 Thorsen Way

Meeting	February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 First and Third Class Liquor License Applications for Thai in the Alley, 36 Thorsen Way with the following conditions: complete record checks and with all standard conditions

3.5. First and Third Class Liquor License Applications (2026-2027): Thai in the Alley, 36 Thorsen Way
Motion made by Commissioner Broderick, seconded by Commissioner Schachter, to approve the motion as presented. Motion passed unanimously.

Subject	3.6. Outside Consumption Permit Application (2026-2027): Thai in the Alley, 36 Thorsen Way
Meeting	February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Outside Consumption Permit Application with the following condition: complete record checks

3.6. Outside Consumption Permit Application (2026-2027): Thai in the Alley, 36 Thorsen Way
Motion made by Commissioner Broderick, seconded by Commissioner Schachter, to approve the motion as presented. Motion passed unanimously.

4. Adjournment

4. Adjournment

Subject	4.1. Motion to adjourn
Meeting	February 17, 2026 - Local Control Commission Meeting - Tuesday, February 17, 2026, 7:05 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn
4.1. Motion to adjourn	

City Council President Traverse convened the meeting at 6:57 pm.

Lori Olberg

From: Troy Headrick <THeadrick@leg.state.vt.us>
Sent: Saturday, February 14, 2026 2:36 PM
To: Benjamin Traverse; Carter Neubieser; Allie Schachter; Gene Bergman; Joe Kane; Sarah Carpenter; Becca Brown McKnight; Evan Litwin; Marek Broderick; Melo Grant; Mark Barlow; Buddy Singh; Lori Olberg
Cc: Mayor's Office; Kelli Perkins; Doreen Kraft; Colin Storrs
Subject: Consent Agenda Item 4.4 – UNDRIP Concerns and Abenaki Representation

Some people who received this message don't often get email from theadrick@leg.state.vt.us. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Dear Councilors,

I am writing ahead of the February 17 Burlington City Council meeting regarding **Consent Agenda Item 4.4**, the proposed authorization to accept a work of public art from the Abenaki Nation of Missisquoi Tribal Council.

I want to be clear at the outset. My concern is not opposition to public art, and it is not a rejection of Indigenous presence in this region. My concern is about process, legitimacy, and integrity, particularly when a gift is being positioned as a public and permanent representation of “the Abenaki” in Burlington.

Over the past year, I have taken the time to thoroughly review the legislative record related to the State of Vermont’s recognition of Vermont-based groups as “Abenaki.” I have reviewed all recordings of the relevant committee meetings and I am currently in the process of transcribing that testimony for public documentation.

Based on that review, it has become undeniably clear to me that the process by which Vermont recognized these groups was procedurally flawed and incomplete, and it failed to meet even basic standards of consultation and due diligence that are expected when government institutions make determinations of Indigenous identity and representation. This is a contemporary form of state-sanctioned settler colonialism: the institutional replacement of sovereign Indigenous nations with state-recognized substitutes.

Most critically, those state recognition processes included no testimony or participation from the Sovereign Abenaki First Nations of Odanak and Wôlinak, whose ancestors lived throughout this region long before modern borders were drawn and whose recognized nationhood predates the formation of both Vermont and the United States.

This matters because Burlington is now being asked to accept a gift intended to stand as a form of public cultural representation. In doing so, the City risks repeating the same exclusionary errors that the State of Vermont made.

The [United Nations Declaration on the Rights of Indigenous Peoples \(UNDRIP\)](#) provides internationally recognized standards that directly apply to this situation.

Several provisions are especially relevant:

- **Article 3** affirms the right of Indigenous peoples to self-determination.
- **Article 18** affirms the right of Indigenous peoples to participate in decision-making in matters affecting their rights, through representatives chosen by themselves.
- **Article 33** recognizes the right of Indigenous peoples to determine their own identity and membership in accordance with their customs and traditions.
- **Article 36**, critically, affirms that international borders shall not be an impediment to Indigenous peoples' rights to maintain and develop contacts, relations, and cooperation across borders for spiritual, cultural, political, economic, and social purposes.

These provisions make clear that Indigenous Nations must be able to speak for themselves about identity, membership, and representation. They also make clear that a border imposed by colonial governments does not supersede Indigenous rights or erase Indigenous political and cultural continuity. These provisions were summarily disregarded during Vermont's recognition process, rendering its conclusions fundamentally illegitimate as a matter of Indigenous rights and international standards.

To state it succinctly, Vermont's state recognition process failed to uphold these principles. Burlington now has an opportunity to act with greater integrity than the State did.

I am therefore calling on the Burlington City Council to defer to the expressed wishes of the Sovereign Abenaki First Nations at Odanak and Wôlinak regarding the acceptance of any gift intended to represent "the Abenaki." If Burlington accepts such a gift without centering those sovereign voices, the City risks institutionalizing a public message that the voices of the historically and internationally recognized Abenaki First Nations can be disregarded.

That is not a neutral act. It is a political and moral act of exclusion.

If Burlington is sincere in its commitment to equity and Indigenous justice, then Burlington must not repeat the procedural exclusion that UNDRIP was adopted to prevent.

Thank you for your time and for your careful consideration of this matter. I will also be speaking briefly during public forum at the February 17 meeting.

Respectfully,
Troy Headrick
Burlington Resident
Vermont State Representative, Chittenden 15

Troy Headrick (he/him)
*State Representative for
Chittenden 15 | Burlington, VT
Ranking Member, House Committee on Corrections and Institutions
House Sexual Harassment Prevention Panel*



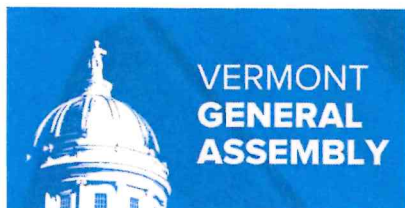
802.828.2228 | *State House*

802.391.9552 | *Personal*

[Legislative Webpage](#)

THeadrick@leg.state.vt.us

115 State St. | Montpelier, VT 05633





**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. ."

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)

Revision 12/2020

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				
Class 2	22.530				
Class 3	66.92	.05		66.97	
State Highway	0.195				
Total	96.823	.05		96.873	
* Class 1 Lane	4.161				
* Class 4	1.10				
* Legal Trail	0.00				

* 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".

.05 Miles LedgeWood Circle

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
16 lb/ER/Resolutions 2025/Ledgewood_Circle_Acceptance
17 6/17/25

* * * * *

DISTRIBUTION:

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

DPW, Caleb Manna

* * * * *

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

June 23....., 20 25

Bobby V. King Clerk

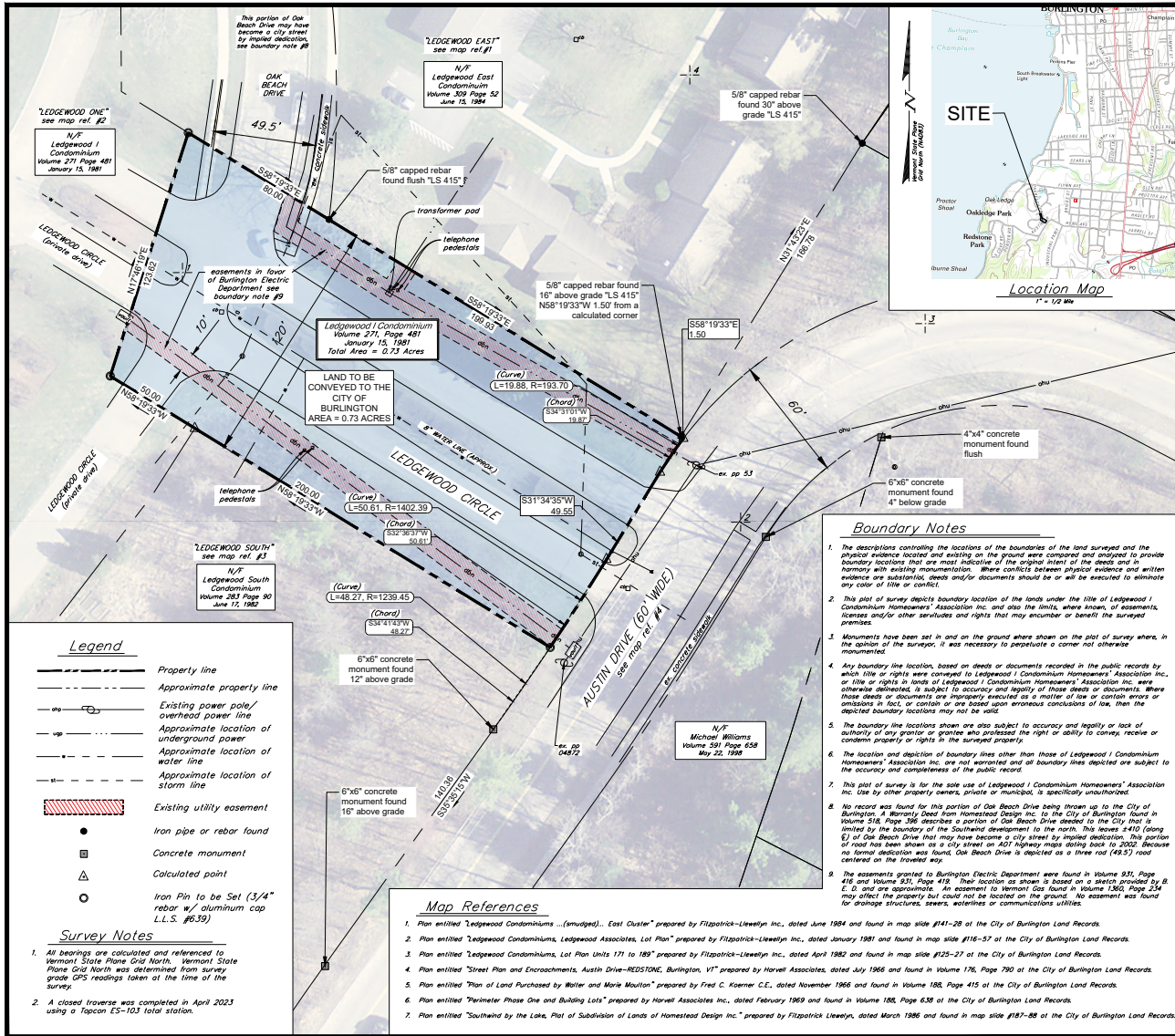
Approved..... June 24, 20 25

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



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 27 V.S.A. section 1205.

[Signature]
JAMES J. LANSING, L.L.S. #639

STATE OF VERMONT
JAN 6/23
No. 639
LAND SURVEYING
PLANNING AND DESIGN

STANDARD GRAPHIC SCALE (1" = 30')

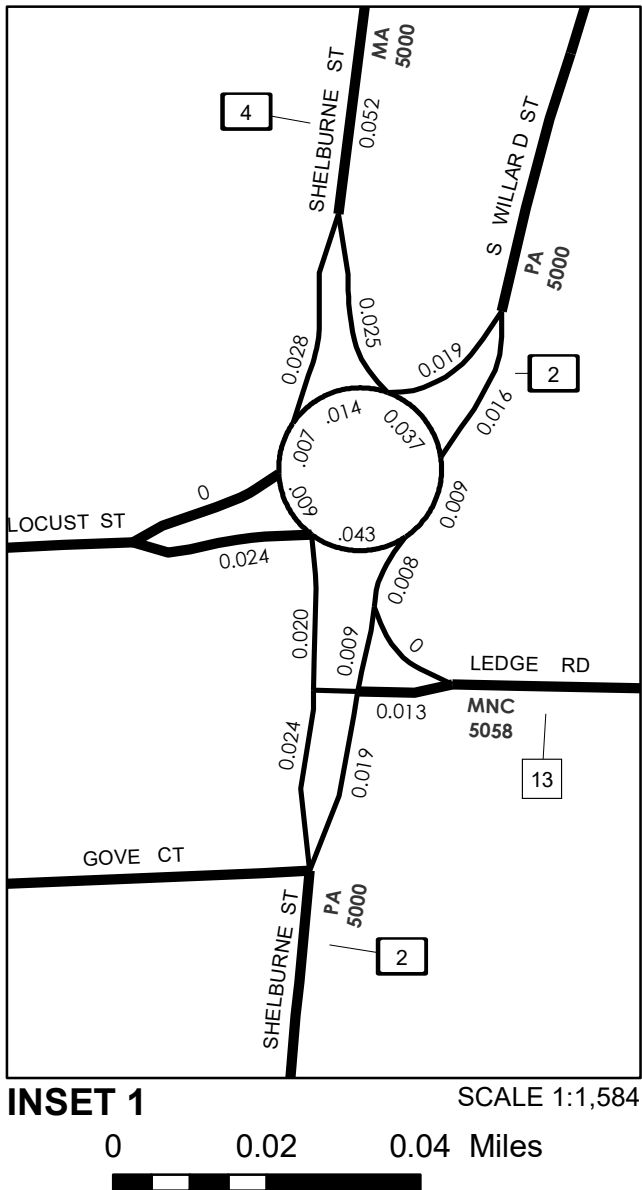
BOUNDARY SURVEY

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

REV	REVISIONS/COMMENTS	DATE

Drawing Title: Boundary Survey

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



- HIGHWAYS**
- INTERSTATE OR DIVIDED HIGHWAY
 - STATE - HARD SURFACE OR PAVED
 - STATE - GRAVEL
 - STATE ROUTE
 - CLASS 1
 - CLASS 2
 - CLASS 3
 - CLASS 4
 - LEGAL TRAIL
 - DISCONTINUED
 - 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.

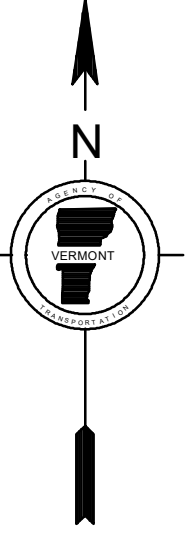
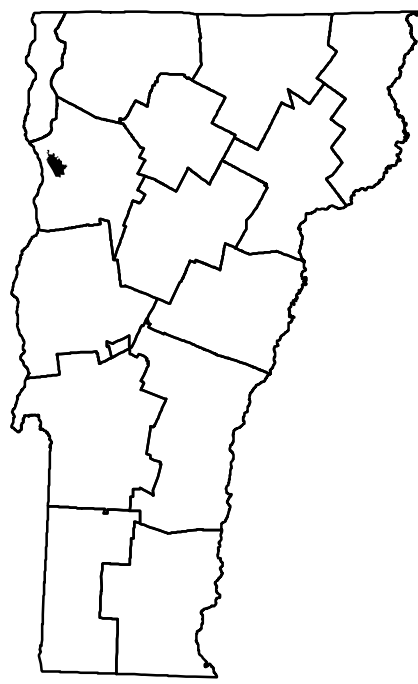
- POLITICAL SUBDIVISIONS**
- STATE BOUNDARY
 - COUNTY BOUNDARY
 - TOWN BOUNDARY
 - VILLAGE BOUNDARY
 - URBAN COMPACT BOUNDARY
 - WATER BODY
 - STREAM OR BROOK
 - BRIDGE OR CULVERT
 - BRIDGE OR CULVERT > 20'
 - BRIDGE OR CULVERT 6' - 20'
 - BIKE PATH STRUCTURE
 - VT CULVERTS BRIDGE
 - VT CULVERTS CULVERT > 6'

- FEDERAL CLASSIFICATION IDENTIFIER**
- MA MAJOR ARTERIAL
 - MJC MAJOR COLLECTOR
 - MNC MINOR COLLECTOR
 - PA PRINCIPAL ARTERIAL

- STATE BRIDGE OR CULVERT IDENTIFIER**
- B34 / C34
 - B34 / C34

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

Vermont State Plane Coordinate System
North American Datum of 1983
SPCS Zone Identifier: 4400
Geodetic 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



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:
☒	Board of Finance	2/17/2026
☒	City Council	3/9/2026
☐	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



**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:

<u>Street</u>	<u>Limits</u>	<u>Length (miles)</u>
<i>Colchester Avenue</i>	S. Prospect-Latham Ct	~0.46
<i>Cumberland Road</i>	Entire Street	~0.30
<i>Greene Street</i>	Loomis St-Hickok Pl	~0.11
<i>Park Street</i>	North St-Sherman St	~0.17
<i>Summer Street</i>	Entire Street	~0.05
<i>Saratoga Avenue</i>	Entire Street	~0.35
<i>Rivermount Terrace</i>	Entire Street	~0.30
<i>Bennington Court</i>	Entire Street	~0.05
<i>Scarff Avenue</i>	Shelburne St-Wells St	~0.10
<i>Depot Street</i>	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

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).

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:
☒ Board of Finance	2/17/2026
☒ City Council	3/9/2026
☐ 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.

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.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Samantha McGinnis

Title/Subject: Church Street and Love Burlington Giveaway Prizes January- December 2026

Approval Requested:	Meeting Date:
☒ Board of Finance	2/17/2026
☒ City Council	3/9/2026
☐ Both BOF and Council	Click or tap to enter a date.

Instructions

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2. This form must be sent with the final submission of materials in advance of the meeting.
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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	2/11/2026	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	2/3/2026	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.



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,

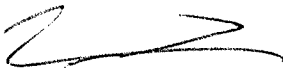
Over the course of 18 years my abatement firm, JM Environmental has worked with the Burlington Lead Program (BLP) to make over 225 homes in Burlington and Winooski safer for the occupants. We have replaced hundreds of lead painted windows, spend hundreds of hours on exterior paint stabilization and striped 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:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

2/17/2026

3/9/2026

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.



To: Board of Finance & City Council
From: Kara Alnasrawi, Director, CEDO
CC: Katherine Schad, CAO
Orieta Glozheni, HR Manager
Date: March 9, 2026

Re: Title Change and Downward Reclassification of Special Assistant to End Homelessness

Background:

In 2022, the position of 'Special Assistant to End Homelessness' was created to coordinate the city's response to an unprecedented increase in the number of houseless individuals in our community. That position has been housed in CEDO and was filled until a staff departure in October 2025. With that departure and with the upcoming transfer of the federal Continuum of Care grant to a community partner, CEDO adjusted the job description to properly reflect the current scope of work.

Current Proposal:

CEDO will continue to take the lead role citywide with respect to homelessness and public health issues such as mental health and substance use response. This includes communicating regularly with direct service providers, applying for applicable grants, providing strategic support on the Chittenden County Homeless Alliance, convening internal meetings related to homelessness response, and managing any grant applications, dispersals, and reporting.

This position will no longer provide direct service support (e.g., staffing of the Extreme Cold Weather Shelter, participation in the national 'point in time count') and will no longer oversee multiple volunteer and seasonal staff.

As a result, this position was graded downward (please see chart below).

This position is currently vacant and is funded 40% from the general fund and 60% from the housing trust fund.

Title Old	Title New	Grade Old	Grade New
Special Assistant to End Homelessness	Homelessness and Public Health Manager	Grade 21 \$42.822 - \$51.1125	Grade 20 \$40.6701 - \$48.5300

Motion Board of Finance: Move to approve and recommend City Council approve the retitling and regrading of the special assistant to end homelessness, a regular, full-time, non-union, exempt, Grade 21 position to the homelessness and public health manager, a regular, full-time, non-union, exempt, Grade 20 position

Motion City Council: To approve the retitling and regrading of the special assistant to end homelessness a regular, full-time, non-union, exempt, Grade 21 position to the homelessness and public health manager, a regular, full-time, non-union, exempt, Grade 20 position, in the Community Economic Development Office.

City of Burlington Job Description

<u>Position Title:</u>	Homelessness and Community Health Manager
<u>Department:</u>	Community & Economic Development (CEDO)
<u>Reports to:</u>	Director of CEDO
<u>Pay Grade:</u>	20
<u>Exempt/Non-Exempt:</u>	Exempt, Regular
	<u>Union:</u> Non-Union

General Purpose: The primary responsibility of this position is to oversee, manage, and advise City-led initiatives to address homelessness and intersecting community health issues. This position will provide strategic direction for the City in its work to support innovative policies and programs related to homelessness, substance use, and mental health. In addition, the position will ensure that City homelessness and community health efforts are coordinated with the City's community safety approaches. Finally, the position will support local policy and state-level legislative work on homelessness and community health issues. This position sits in the Community and Economic Development Office (CEDO) and works closely with the Mayor's Office and in collaboration with other City departments, including the Police Department, Fire Department, Parks Department, and the Burlington Community Justice Center, as well as with community partners and social service providers, such as the Howard Center, Chittenden Valley Office of Economic Opportunity (CVOEO), and Chittenden County Homeless Alliance.

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

- Serve as the City's lead policy advisor on homelessness and community health.
- Serve as the manager of CEDO projects that address homelessness, substance use, and mental health and as CEDO's lead point of contact for other City Staff, City Councilors, State officials, the media, and the general public for information on City projects related to these challenges.
- Conduct policy development, special planning, and research projects emerging from homelessness and community health initiatives, or as identified by the Mayor or CEDO Director.
- Collaborate with REIB to help ensure a health equity perspective is applied to community health and policy proposals, projects, and programs.
- Lead and/or contribute to internal City meetings regarding homelessness and community health, including those for Safe Outdoor Sites, Situation Tables, the Overdose Prevention Center, the City Circle initiative, and emergency sheltering. Provide strategic support to City staff on issues related to homelessness, including to staff working to increase the supply of affordable housing.
- Provide strategic support to City staff on issues related to community safety as they intersect with homelessness, substance use, and/or mental health.
- Coordinate with the City's outreach efforts to ensure highest data integrity and ability to understand the scope of need in the immediate downtown and outlying areas (encampments, etc.).

- Develop and maintain the community and statewide partnerships necessary to address homelessness and community health issues.
- Represent the City on various groups and committees, including (but not limited to): Veteran's Council on Homelessness, Housing and Homelessness Alliance of Vermont (Balance of State CoC), Adult Local Interagency Team, and Chittenden County Homeless Alliance.
- Provide strategic support to the Chittenden County Homeless Alliance (CCHA) by attending meetings and representing Burlington's perspective and needs
- Represent the City in meetings about homelessness, the homeless response system, and community health issues with key stakeholders, including elected officials, staff from partner organizations, community members, State officials, and people with lived experience of homelessness, substance use, and/or mental health challenges.
- Represent the City at the nexus of public safety and ordinances as they intersect with the populations experiencing homelessness, substance use, and/or mental health challenges.
- Serve as the City's point of contact for homeless shelter providers and providers of other public health services serving Burlington.
- Promote housing retention and housing first efforts in collaboration with the City's Housing Program Manager and support creative efforts to house challenging populations
- Create/deliver clear and readily understandable information about the City's work to address homelessness and community health for a variety of stakeholders, including the public, City Council and other elected officials, City departments, and the legislature, and in a variety of verbal and written formats (public meetings/workshops, written materials, website, social media).
- Provide conduit to business and private sector partners in coordination with CEDO Assistant Director for Business Development to engage with and invest in resolving homelessness in the Greater Burlington Area by attending and convening a wide range of stakeholder groups, including City Council (and its sub-committees), and City departments (i.e., police department), the school district, businesses, the faith-based community, private landlords, and property owners.
- Should the City retain the role of collaborative applicant, oversee the Continuum of Care grant. This includes coordination of all applications, dispersal of funds, reporting, and ongoing coordination with CCHA
- Manage invoices and budgets related to homelessness initiatives and grants associated with homelessness
- Work with the grants team to identify and apply for grants related to homelessness relief
- Manage the granting of funds to community partners that the City receives for homelessness initiatives. Including but not limited to, creating RFPs or NOFO's, convening grant review committees, drafting and executing sub-recipient grant agreements, monitoring proper use of funds by requiring regular reporting from grant recipients
- Fulfill all reporting requirements to the federal and state governments related to funding received by the City for homelessness initiatives
- Arrange all aspects of services provided by the City to individuals living in encampments, including but not limited to septic, water, and trash removal
- Other duties as required.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree required, preferably in Policy, Public Health, Public Administration, Social Welfare/Work, or a related field is required.
- Minimum of four (4) years of experience in policy development, program evaluation and design, stakeholder management, or related professional experience is required, including two (2) years in a project or program management capacity Additional experience preferred.
- Demonstrated ability to successfully implement and operate projects that rely upon multiple stakeholders from the nonprofit, government, and private sectors.
- Must have excellent judgment with respect to project decisions and the ability to confidently advise the Mayor and City Council on those decisions.
- Must have extensive experience successfully coordinating diverse stakeholders and solving complex problems.
- Demonstrated ability to produce effective policies and procedures, training materials, and presentations.
- Excellent negotiation and interpersonal skills.
- Excellent written and oral communication skills.
- Knowledge of broad service needs and ongoing support needed for sheltered and unsheltered homeless populations.
- Knowledge of public systems of care and resources for homeless populations in Burlington, Chittenden County, and Vermont, including knowledge of HUD regulations and the Continuum of Care program.
- Knowledge of public and private sources for affordable housing financing, and ability to evaluate loans, business plans and financial projections, and to analyze financial feasibility of funding proposals, preferred.
- Strong knowledge of Microsoft Office, and HUD reporting systems, such as HMIS and e-snaps preferred.
- High degree of administrative capabilities and organizational skills, and ability to meet deadlines and manage multiple projects at the same time.
- Experience in hiring and supervising staff, contractors, and consultants, and ability to understand, comply with, and enforce City workplace standards, safety rules, and personnel policies.
- Commitment to support and champion efforts to build and sustain a workplace culture focused on continuous improvement and improving the quality and effectiveness of governmental services.
- Ability to work under pressure.
- Preference will be given to candidates who have lived experience relevant to the work.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Attendance at evening meetings is required.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☐ ability to move distances	☐ lifting (specify)
☐ color perception	within and between	☐ pounds
(red, green, amber)	warehouses/offices	☐ carrying (specify)

☒ hearing/listening
☒ clear speech

☒ touching
☒ dexterity
☒ hand
☒ finger
☐ reading - basic

☒ reading – complex

writing - basic
☒ writing - complex
shift work

☒ works alone
☒ works with others

climbing
ability to mount and

dismount forklift/truck
☐ pushing/pulling

math skills - basic

☒ math skills - complex

☒ clerical

outside

extreme heat
extreme cold

☐ pounds
☐ driving (local/over

the road)

☒
analysis/comprehensi
on
☒
judgment/decision
making

☐ pressurized
equipment
☐ moving objects
☐ high places

☒ verbal contact w/others ☐ noise ☐ fumes/odors
☒ face-to-face contact ☐ mechanical equipment ☐ hazardous materials
☒ inside ☐ electrical equipment ☐ dirt/dust

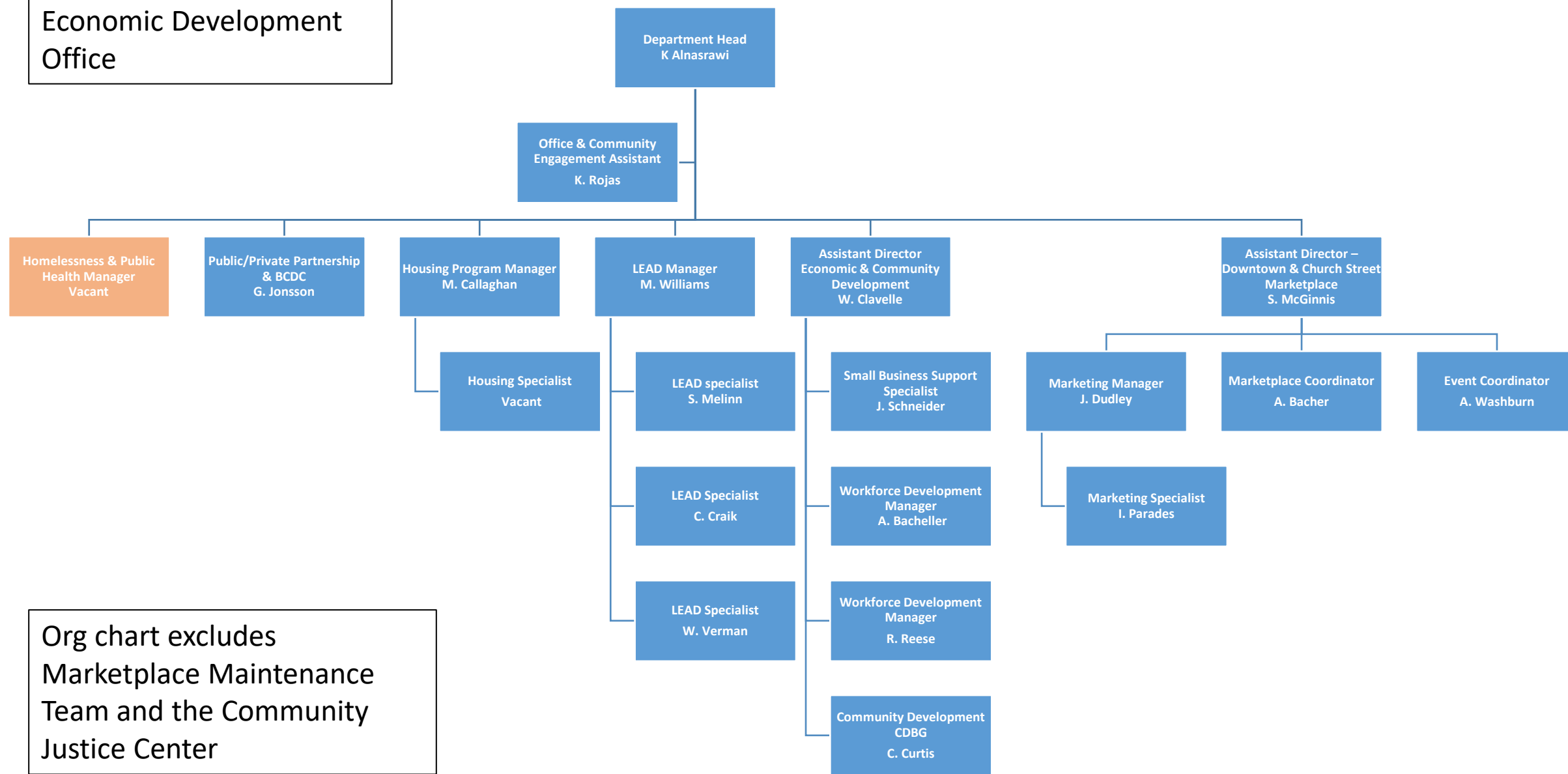
Supervision:

Directly Supervises: 1 Indirectly Supervises:

Disclaimer:

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

CEDO – Community & Economic Development Office



Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Kara Alnasrawi

Title/Subject: Retitle and Recalss of Homelessness Position

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

3/9/2026

Instructions

1. This form must be completed by the person submitting the materials.
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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	2/25/2026	Kara Alnasrawi
Mayor's Office	Yes	3/3/2026	Kara Alnasrawi – interim COS
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	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	2/26/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	3/3/2026	Katherine Schad
Human Resources, if personnel action or policy	Yes	3/2/2026	Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



MEMO

Date: March 9, 2026

To: Board of Finance and City Council

From: Dan Cahill, City Land Steward & Scott Gustin, Principal Planner

RE: Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding

=====

Request

Disburse monies from the Conservation Legacy Fund in the amount of \$68,000 for the award of four grants to Vermont Garden Network, Intervale Center, Burlington Wildways, and Rock Point Commons for local implementation of nature-based climate solutions.

Background

On January 6 and January 12, 2026 a review committee composed of three Conservation Board members (Rebecca Roman, Dale Azaria, and Kelly Edwards) and two Parks Commission members (Katie Mobley and Halle Davis) met to deliberate and recommend funding disbursements for the 2026 CLF NBS Grant. The committee reviewed and scored applications individually prior to arriving at review meetings. The process was facilitated by Rebecca Roman with staff support from Dan Cahill and Scott Gustin. The results of the review process and recommendations for funding by the committee are enumerated in the table below.

		Total Score	Request Amount	Award Amount	% of request awarded
Vermont Garden Network		390.5	\$ 12,500.00	\$ 12,500	100%
VYCC		391	\$ 30,000.00	\$ 0	0%
Intervale Center		456.50	\$42,145.20	\$ 29,502	70%
Burlington Wildways		465	\$ 12,463.00	\$ 12,463.00	100%
BLUE BTV		378	\$15,000	0	0%
Rock Point Commons		428.50	\$ 13,535.00	\$13,535.00	100%
Total			\$132,426.2	\$68,000	51.3%



Conservation Board (CB) action from February 2, and Parks Commission (PC) action from February 10:
Recommend the slate of funding as identified by the review committee and move to BOF and City Council for approval. This item carried unanimous support in favor of advancing the slate to BOF and CC.

Overview of Grant allocations

Vermont Community Garden Network

For the 2026 grant cycle, focus will be on continuing our mission of EDUCATION throughout the community. We propose continuing our Garden Like a Farmer Workshop series that began in 2022 to enact climate resilient gardening techniques that many regenerative agriculture farmers are doing but at the garden scale.

Rock Point Commons

RPC is requesting operational support to sustain and scale up implementation of its holistic, nature based climate solutions programs that cultivate the next generation of land stewards, educators, and conservation advocates, in alignment with the City of Burlington's Addendum to the Burlington Open Space Protection Plan.

Intervale Center

With this funding, we will advance five projects that will not only steward the Intervale with nature-based climate solutions, but will promote fresh food access, climate resilience, biodiversity, and ecosystem health for Burlington. Specifically, we will: Expand our capacity to grow food for free community distribution at our volunteer-powered People's Farm, Enhance agroforestry models through our People's Orchard, including alley cropping implementation, Advancing local elderberry and aronia production for water quality, climate resilience, and community health, Deepen perennial care around Burlington Community Gardens, including Tommy Thompson and Calahan, Continue site improvements to expand and sustain Tommy Thompson Community Garden.

Burlington Wildways

Burlington Wildways is seeking support from the Burlington Conservation Legacy Grant to increase native plant diversity and abundance on the landscape in Burlington. They aim to do this by establishing a new Miyawaki-style forest demonstration site, hosting community-wide native plant giveaways, and bolstering community capacity for restoration.

BlueBTV [not chosen for funding]

The BTV Yards to Rain Gardens project will utilize this grant funding to fully cover the direct install of three to five rain gardens at low-income residential properties. The rain gardens will be professionally designed and installed according to the BLUE Basis of Design Manual.

Reason not chosen for funding: concerns over the viability to identify and ensure qualified candidates would benefit. Overall project was interesting and BlueBTV is acknowledged as a vital resource in Burlington.

Vermont Youth Conservation Corps [not chosen for funding]

This proposal will focus on funding a youth trail crew to work on trail improvements in Burlington Vermont. Priority will be given to Burlington youth to participate in the youth crew.

Reason not chosen for funding: Review committee not comfortable allocating funds to a proposal that



didn't include specificity of project locations and project types.

Board of Finance Motion

To approve and recommend that the City Council approve disbursement of \$68,000 in Conservation Legacy Fund monies via grant awards to Vermont Garden Network (\$12,500), Intervale Center (\$29,502), Burlington Wildways (\$12,463) and Rock Point Commons (\$13,535) as recommended by the Conservation Board and Parks Commission.

City Council Motion

To approve disbursement of \$68,000 in Conservation Legacy Fund monies via grant awards to Vermont Garden Network (\$12,500), Intervale Center (\$29,502), Burlington Wildways (\$12,463) and Rock Point Commons (\$13,535) as recommended by the Conservation Board and Parks Commission and to authorize the City's Land Steward to execute the reward documents and any other documentation necessary to perform the award subject to final review and approval by the City Attorney's Office.

Record No: LFG-25-1

Conservation Legacy Fund
Grant Application

Status: Active

Submitted On: 11/24/2025

Primary Location

No location

Owner

No owner information

Applicant

 T Hanson

 214-642-7100

 t@vtgardens.org

 PO Box 713
Essex Junction, VT 05453

Applicant Information & Point of Contact

Applicant Name (Individual or Organization)*

Vermont Garden Network

Primary Contact Name*

T Hanson

Primary Contact Email Address*

t@vtgardens.org

Primary Contact Phone Number*

214-642-7100

Primary Contact Street Address*

PO Box 713

Primary Contact City, State, ZIP*

Essex Junction, VT 05453

Application Details

Project Type* 

Operational Work for Sustained Implementation

If applicable, project location (must be within Burlington). Some projects, such as planning efforts, may not have a particular location.

Community Gardens throughout Burlington

Please provide or upload a description of the proposed project (2 page limit)*

Garden Like A Farmer workshop series for Climate Resilience

Our partnership with BACG through the Conservation Legacy Fund support for the past 2 grant cycles has enabled Vermont Garden Network (VGN) to build capacity, increase the impact of nature-based climate solutions and build an even greater community of empowered gardeners.

For the 2026 grant cycle, our focus will be on continuing our mission of **EDUCATION** throughout the community. We propose continuing our ***Garden Like a Farmer Workshop series*** that began in 2022 to enact climate resilient gardening techniques that many regenerative agriculture farmers are doing but at the garden scale. CLF funds have supported the expansion of our signature Collective Gardening model, which builds upon traditional community gardens using shared land but extends efficiencies in a larger square footage with 20+ collective members all sharing the workload throughout the entire gardening season. Our new *Greenhouse at Landry Park* in the City of Winooski will grow plants to donate to workshop participants and serve as another resource to further education about season extension techniques.

The series of monthly workshops will be scheduled from March to October, with each workshop taking place at a different community garden in Burlington. Host site confirmations, scheduling, and outreach will be in partnership with BACG. A maximum of 20 participants will be welcome at each workshop, participation will be free for all Burlington residents, and registration will be managed by VGN. Workshop topics include: low and no-till bed preparation, crop variety selection, season extension & protected cultivation, soil health & composting, pest management, water conservation, cover cropping, and native perennial foodscaping. Experienced facilitators will lead each workshop to deepen participants' understanding of the effects of climate change and provide practical strategies to increase resiliency. For example, in response to unpredictable frost dates, intensifying precipitation events, and increases in temperature, growers can adopt strategies such as shifting planting dates, selecting heat tolerant cultivars, and using row cover to protect crops.

There is high-demand and always a waitlist for this educational series. We believe the consistency of continuing to offer this program with hands-on demonstration techniques is foundational to nature-based climate action that Burlington citizens can employ.

What is the grant amount you are requesting? (\$10,000 minimum / \$68,000 total available funding)*

12500

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent. Please specify your fiscal agent for this project. 

*

N/A

Please specify matching funds or in-kind work, if any.*

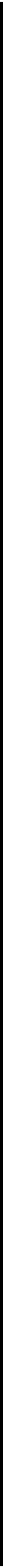
VGN will solicit a corporate sponsorships totaling \$2500 for these events

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

Proposed Budget for "Garden Like A Farmer Workshop Series for Climate Resilience"

Expense		Notes
Salaries	\$2,596.00	10 hrs/month of FT Garden Educator
Fringe	\$136.29	5.25%
Communication/Printing	\$4,000.00	Flyers and handouts translated into 3 languages
Workshop teaching materials	\$1,700.00	Small tools, row cover, trellis, soil test kits
Workshop take home materials	\$4,500.00	Hand-outs, seed storage containers, seeds, plants, demokits
Gathering space amenities	\$700.00	Shade/tent rental, portable seating, water, snacks
Direct Costs Total	\$13,632.29	
Indirect 10%	\$1,363.23	
Total Expenses	\$14,995.52	
Revenue		

City of Burlington support	\$12,500.00	CLF grant
Other contributions	\$2,500.00	Corporate sponsors
Total Revenues	\$15,000.00	



Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

A workshop series of 8 topics offered March–October 2026. One per month.

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

We always survey participants and focus on the technical knowledge learned through hands-on demonstration of gardening techniques. We ask if the skills acquired are replicable to their own backyard and if they will share the new knowledge with neighbors, and family members to help the community improve soil health and climate resilience on a broader scale.

Is there any other information you would like us to know? (2 page limit)

Quote from Collective Garden participant empowered by funds from 2025 CLF grant cycle.

“We created a garden community that was so much more than the sum of its parts. Plus it is so much more accessible, affordable, and productive than gardening by yourself.”

– Collective Garden Member

Together we are making an impact! Thank you!

Applicant Certification Required

I have agreed to submit this application by electronic means. ?

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

Record No: LFG-25-4	Primary Location	Applicant
Conservation Legacy Fund Grant Application	No location	 Kelly Kimball
Status: Active	Owner	 802-999-4289
Submitted On: 11/25/2025	No owner information	 kkimball@diovermont.org
		 20 Rock Point Road Burlington, VT 05408

Applicant Information & Point of Contact

Applicant Name (Individual or Organization)*	Primary Contact Name*
Rock Point Commons	Kelly
Primary Contact Email Address*	Primary Contact Phone Number*
kkimball@diovermont.org	802-999-4289
Primary Contact Street Address*	Primary Contact City, State, ZIP*
20 Rock Point Road	Burlington, VT 05408

Application Details

Project Type* ?	If applicable, project location (must be within Burlington).
Operational Work for Sustained Implementation	Some projects, such as planning efforts, may not have a particular location.
	Rock Point, Burlington, VT 05408

Please provide or upload a description of the proposed project (2 page limit)*

Rock Point Commons (RPC) stewards 130 acres of conserved land in the heart of Burlington—home to one of Vermont’s most significant rare plant sites. A Burlington Wildways partner, RPC protects a critical corridor of urban wildlands that connects Burlington’s open spaces and supports the regeneration of natural systems. The property’s preservation is rooted in its long history of care by the Episcopal Diocese of Vermont, which acquired the land in 1854 and for generations has held it as sacred space. In 2019, Rock Point was permanently conserved through an easement with the Lake Champlain Land Trust, and its trails opened to the public.

Over the past six years, RPC has piloted a number of successful nature based climate solutions (NBCS) including restoration of native plants and management of invasive species; a community homestead program that engages people in gardening, orchard restoration, sheep grazing, and maple sugaring; a honeybee program with workshops teaching hive ecology and pollinator health; natural history courses exploring geology, natural communities, and wildlife; and place-based ecology youth education programs in collaboration with the Greater Burlington YMCA (GBYMCA), Burlington School District (BSD), Crow’s Path (CP), Rock Point School (RPS), and Eagle Bay Academy (EBA). These initiatives and collaborations expand Burlington’s opportunities for learning, stewardship, and connection to the natural world.

As community awareness of Rock Point’s value has grown in recent years, foot traffic on the property has increased significantly. The opening of the adjacent Burlington High School (BHS) in 2026 presents an exciting opportunity for RPC to continue to grow its community and youth educational programming, and to expand access for historically disenfranchised communities. The increase in community engagement and foot traffic will also require significant staff and financial resources to ensure careful protection of the land and native species.

RPC is requesting operational support to sustain and scale up implementation of its holistic, nature based climate solutions programs that cultivate the next generation of land stewards, educators, and conservation advocates, in alignment with the City of Burlington’s Addendum to the Burlington Open Space Protection Plan:

Our **Community Homestead** engages volunteers and provides education and mentoring in community gardening, orchard restoration, sheep grazing, gardening, and maple sugaring. *Links to Implementation Plan strategies:* **2A.1** - Support and expand the community garden network, and the resources they provide; **2A.2** - Extend education opportunities around gardening and gardening as NBCS; **2A.3** - Regenerate the land around community gardens; **2B.2** - Increase access to community gardens; **6A.1** - Target investment strategically.

Our volunteer supported **Natural Area stewardship** includes native tree nursery tending and planting, invasive species management, and trail stewardship (conducted in partnership with Burlington Wildways). In 2026, invasive species management will continue, led by our staff and with support from part-time contractor Alanna Richard, whose work in 2025 enabled RPC to significantly expand the areas under treatment. *Links to:* **1B.1** - Determine and Expand the tree canopy; **1B.2** - Support planted trees with resources; **1B.4** - Educate the city about nature-based climate solutions; **4A.3** - Build connectivity; **7A.2** - Education.

The **Honeybee Program** at Rock Point offers students and educators an opportunity to explore the role of pollinators in our ecosystems and food systems. For the past year, beekeeping educator Deborah Rubin has led workshops for the public, and has welcomed students at RPS, EBA, and GBYMCA summer campers to learn about and help tend the hives. The curriculum draws connections between the health of honeybee hives and native pollinators and explores the role of pollinators in our ecosystems and food systems, weaving in lessons on phenology and botany.

In 2026, RPC will introduce a **new native plant and pollinator habitat meadow that will surround the newly opened Rock Point Center for Nature and Spirituality**. Conservation Legacy Grant (CLG) funds will support RPC to add interpretive signage and plant plugs. We will use the habitat meadow for our own educational programming at the Center, and will offer the space free of charge to Burlington's NBCS Field Coordinator and Grow Wild to use for their own programming. The RPC space is ideal as a demonstration site because it provides a wet clay site to complement other existing locations' ecologies, and because it offers an example of how native planting can be intentionally implemented as part of new construction project plans, rather than as an afterthought once grass and other landscaping have already seeded. The site is also an excellent location for a demonstration of native plantings given its proximity to EBA, public trails, the Burlington bike path, the new high school, and the Rock Point Center. The new pollinator garden will promote equity and inclusion by expanding accessibility of RPC for those who are not able to access the trails. *Links to:* **4A.2** - Increase native plantings; **6A.1** - Target investment strategically.

We will expand a successful native roadside planting pilot project launched in 2024 in partnership with UVM and led by Laura Hill, Director of UVM's Native Plant Initiative. Results from the pilot identified a resilient mix of native plants that add beauty and biodiversity and support the health of existing, large roadside trees—a nature-based climate solution in action. Grant funds will allow RPC to extend this strip, install interpretive signage explaining the project, and invite visitors to learn how to replicate native roadside plantings at home. The pilot plot already serves as a nursery for seed collection and transplanting to other plots at Rock Point. Expanding this plot will greatly expand its capacity as a native plant nursery for projects at Rock Point and around Burlington. An MOU is in place with UVM to continue student research and maintenance, and the proposed funding will enable scaling of this partnership for greater educational and ecological impact. *Links to:* **1B.2** - Support planted trees with resources; **1B.4** - Educate the city about nature-based climate solutions; **4A.3** - Build connectivity; **7A.2** - Education.

Community and Youth Educational Programs. In partnership with Burlington High School and Crow's Path, Rock Point Commons will lead a new initiative to create field-based lesson plans and teaching materials tailored for high school learners. These resources will enable both BHS and the Rock Point-based EBA to use Rock Point as an outdoor classroom, integrating its gardens, meadows, woodlands, and distinctive geological features into their curricula. This work will be the first step in RPC's broader goal to make the Rock Point landscape a valuable teaching resource that supports outdoor learning across Burlington's schools. To ground this curriculum in high-quality natural history education, we will draw on the success of Reading Rock Point, our 8-month natural history program launched in 2024. Reading Rock Point's approach to geology, plant and tree identification, human history, wildlife tracking, and holistic place-based storytelling will help shape the new high school materials, together with Crow's Path's extensive experience designing school-aligned curriculum for outdoor education. *Links to:* **6B.3** - Create; **7A.2** - Education.

What is the grant amount you are requesting? (\$10,000 minimum / \$68,000 total available funding)*

13535

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent. Please specify your fiscal agent for this project. ?

Trustees of the Diocese of Vermont DBA Rock Point Commons is an incorporated nonprofit entity.

Please specify matching funds or in-kind work, if any.*

Rock Point Commons will contribute 47% of activity costs (\$13,260).

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

3. Budget and Budget Narrative

Rock Point Commons is requesting \$13,535 in Conservation Legacy Grant funding. The total activity budget is estimated at \$28,415, with 47% matching funds to be contributed by Rock Point Commons.

The budget covers an implementation period of nine months (April-December 2026) with a final report due by January 31, 2027. Conservation Legacy Grant Funding will be used to supplement Rock Point Common's overall operational budget, which is a mix of funds raised through program revenues, community donations, and grant support.

CLG funds are requested to support **operational work for sustained implementation**, including a portion of the following Rock Point Commons and Crow's Path staff time in support of the nature based climate solutions activities described above:

- **Executive Director, Kelly Kimball**, at 4 hours a month for 9 months for a total of 36 hours for grant administration and program support and oversight. Rock Point Commons will contribute 100% of this cost and is not requesting CLG support for this cost.
- **Land Steward & Programs Coordinator, Tyler Pastorok**, for a total of 262 hours. His time is broken down as 16 hours per month for 9 months (144 hours total) for community homestead programming, 12 hours per month for 8 months (96 hours total) for natural area stewardship, and 22 hours total for curriculum design. Rock Point Commons will contribute 50% of the time and is requesting CLG support for the remaining 50%: \$3,930.
- **Naturalist and Communications Specialist, Lorna Dielentheis**, for a total of 116 hours. Her time is broken down as 5 hours per month for 9 months (45 hours total) for communication and outreach, and 7 hours each for 4 native plant workshops (28 hours total) to be held between May and August 2026, and 43 hours total for

curriculum design. Rock Point Commons will contribute 50% of the time and is requesting CLG support for the remaining 50%: \$1,740.

- **Invasive Management Consultant, Alana Richard**, for a total of 120 hours. Her time is budgeted at four hours per week for 30 weeks. Rock Point Commons will contribute 50% of the time and is requesting CLG support for the remaining 50%: \$1,500.
- **Crow's Path Executive Director, Teage O'Connor**, is budgeted at 22 hours to support curriculum design of the field-based lesson plans and teaching materials tailored for high school learners. We are requesting that CLG support 100% of this cost.
- We are requesting funds to support educator participation in curriculum development across three partner schools: Burlington High School, Rock Point School, and Eagle Bay Academy. Phase 1: One staff member from each school (3 total) participating for 3 hours each → 9 hours for curriculum development consultation. Phase 2: Two staff members from each school (6 total) participating for 4 hours each → 24 hours for onsite training. This results in a combined total of 33 staff hours, at the standard rate of \$35 per hour, for a request of \$1,155 to cover these costs.

The grant budget will also support creation of a native plant and pollinator habitat at the new Rock Point Center for Nature and Spirituality. The garden will expand pollinator habitat and serve as a public learning space. RPC will provide matching funds for the garden design by a professional landscape designer with expertise in ecologically beneficial, low-maintenance native plant meadows. The total cost for the meadow is estimated at \$5,000, with RPC contributing 50% (\$2,500).

Grant funds will support the purchase of plant plugs and coordination of volunteer planting days throughout the grant period. Grant funding would also support the design and installation of educational signage in the garden, which will provide visitors and students with knowledge about the native plants and their interactions with insects and birds. This garden will become an accessible centerpiece for community learning, stewardship, and interpretation. RPC will also contribute classroom space for community workshops, led in collaboration with Grow Wild.

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

Please review our implementation timeline at the following link:

<https://docs.google.com/spreadsheets/d/1GRtOcybE2LMdde7FZKh-EymLMz5-nwjBPHEbPu4wOql/edit?usp=sharing>

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

Rock Point Commons (RPC) will use a combination of quantitative and qualitative measures to assess the

ecological and community impact of our programming and CLG grant funding. Our evaluation approach focuses on ecological outcomes, educational reach, and community engagement:

Community Homestead: RPC will continue to cultivate stewardship through hands-on volunteer programs:

- Monthly Community Homestead workshops and/or volunteer events between March and November 2026, including maple sugaring, orchard pruning, native plant planting, composting, and garden management.

Natural Area Stewardship: Throughout the grant period, RPC will continue to:

- Maintain active monitoring and treatment of approximately eight acres currently under active management, expanding as possible. Track number of treatments, species treated, and total acreage under active management.
- Monitor progress qualitatively through field observations and photographic documentation.
- Track number of trees transplanted from native tree nursery (minimum of 10 trees)
- Track volunteer hours under RPC's partnership with the Burlington Wildways Trail Steward program.

Native Plant and Pollinator Habitat: Through the grant period, RPC will track:

- Number of native plant plugs planted at pollinator habitat meadow (Target 125)
- Number of demonstrations/classes organized at native plant and pollinator meadow (Target 4)
- Number of participants who attend demonstrations/classes at native pollinator meadow (Target 40)

Community and Youth Educational Programs: In Year 1 of the pilot (2026), RPC anticipates the following number of participants:

- Teachers: 2 from each school (BHS, EBA, RPS) trained in Rock Point curriculum (total of 6)
- Students: 65 Eagle Bay Academy, 30 Rock Point School, and 180 (6 classes x 30 students) Burlington High School students.
- Total Year One: 275 students

The curriculum will be designed to remain valid for at least **five years**, with annual review and updates. Over that period, the program is expected to serve approximately **1,370 students** from across Burlington's diverse communities.

Is there any other information you would like us to know? (2 page limit)

This grant would support Rock point Commons to serve its many local community partners,including:

Burlington Wildways
 Burlington Public School District
 UVM College of Agriculture and Life Sciences - Native Plant Initiative
 UVM Rubenstein School of Environment and Natural Resources
 Crow's Path
 Rock Point School
 Eagle Bay Academy
 Greater Burlington YMCA
 Grow Wild
 Vermont Youth Conservation Corps
 Spoonful Herbals
 CRAG-VT
 Lake Champlain Land Trust

We are pleased to share some testimonials from our partners that highlight the value of our mission and programs on the local community:

Rock Point has long been a meaningful resource for BSD students and educators, offering a unique space where learning, reflection, and connection to the natural world come together. This new center will deepen that impact by providing hands-on opportunities for exploration, creativity, and calm. We're excited about the possibilities it holds for enriching our students' experiences and strengthening our shared commitment to land, learning, and community
- Tom Flanagan, Burlington School District Superintendent

The Y's partnership with Rock Point Commons brings immense joy to our campers, families, and staff throughout the summer. The beautiful land offers a unique opportunity for campers to engage with the natural world in a fun and adventurous way. Each week, they leave feeling more deeply connected to Vermont and the lake we are fortunate to explore. The introduction of an interpretive center at Rock Point would further enrich this experience, providing campers and counselors with greater access to the history of the land and educational materials that might otherwise be difficult to access. The deep knowledge held by the Rock Point Commons staff is invaluable to the learning experiences we offer and should be shared widely with visitors from near and far.
- Kelsey Coyle, Director of Family Programs, Greater Burlington YMCA

At the heart of Burlington Wildways—a partnership of landowners including Rock Point—is a deep belief in connection: lands, trails, wildlife, people. The Center for Nature and Spirituality offers a chance to deepen and ignite these connections, calling people to a sense of awe and wonder in the more-than-human world. The Center will be a gem and refuge along one of our central shared projects, the Burlington Wildway, a 13-mile trail through Burlington's wild spaces.
- Zoe Richards, Executive Director for Burlington Wildways and Member of Burlington Conservation Board

At the Rubenstein School of Environment and Natural Resources at UVM, there is no doubt that Rock Point is one of our most cherished field trips sites. Whether we are studying maple sugaring, geologic history, forest ecology, urban agriculture, or place-based education, Rock Point provides a welcoming and accessible gateway to the urban wilds of our community, and we couldn't be more excited about the plans for the new nature center.

- *Walter Poleman, UVM faculty member and Director of the Place-based Landscape Analysis and Community Engagement (PLACE) Program*

Applicant Certification Required

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*



The Intervale Center requests \$42,145.20 from the Burlington Conservation Legacy Grant to continue and evolve our work to implement nature-based climate solutions in the Intervale in 2026. With a mission to strengthen community food systems that sustain farms, land, and people, the Intervale Center stewards 360 acres along the Winooski River as a hub where conservation, sustainable agriculture, climate resilience, and community come together. Our impact radiates out, as we grow and plant tens of thousands of native trees for watershed restoration, support hundreds of farms with business technical assistance and market and land access, engage our community in the work of transforming our food system, and provide tens of thousands of pounds of food to people experiencing hunger. With this funding, we will advance five projects that will not only steward the Intervale with nature-based climate solutions, but will promote fresh food access, climate resilience, biodiversity, and ecosystem health for Burlington. Specifically, we will:

1. Expand our capacity to grow food for free community distribution at our volunteer-powered People's Farm

(2A. 2, 2B.1): Our People's Farm, established in 2020 to grow produce directly for distribution through our free Fair Share CSA, has yielded a diverse abundance of produce each year (with a record-breaking 20,000 pounds grown in 2025!), all while engaging hundreds of volunteers in organic and ecologically responsible farming practices. The value of food grown at the People's Farm far exceeds the cost of operation and allows us to grow a well-rounded variety of produce for our Fair Share, including items specifically requested by our participants to better meet their cultural and dietary preferences. With demand for our Fair Share program growing each year, expanding the capacity of our People's Farm will help us to meet our community's food access needs, increasing the amount of fresh food we can provide and deepening volunteer engagement in the community food system.

In 2026, we will prepare new acreage for future planting in two areas—a one-acre farm field previously in commercial farm production and a 96'x16' high tunnel that will allow the People's Farm to extend its growing season. We will further grow our capacity by refurbishing a hay wagon to transport volunteers from our office to our production fields, which means more time on farm for volunteers to plant, harvest, and learn.

2. Enhance agroforestry models through our People's Orchard, including alley cropping

implementation(1B.3, 1B.4, 2B.1, 3A.2, 3B.4): As we address increasing demand for food access in our community and rising severe weather events, we have adopted agroforestry practices to diversify food production while also strengthening the protective benefits of our wetlands and streambanks. In 2026, we will build on the success of our agroforestry initiatives to incorporate a food forest and an alley cropping demonstration at our People's Orchard, growing more free food for the community that models climate resilient agricultural practices.

We will steward existing plantings and cultivate an additional ½ acre adjacent to our People's Orchard to be designed as a food forest demonstration. In a ¾-acre zone of the People's Orchard prepared with Conservation Legacy Funds in 2025, we will plant an alley cropping system with a mix of common and native fruit trees and shrubs that are well-adapted to floodplain conditions, integrating annual vegetables between rows. We will share our design and progress with NOFA-VT's Agroforestry Learning Cohort and the UVM Institute for Agroecology.

Integrating trees and shrubs with annual vegetables will bind soil, build flood and drought resilience, promote pollination, and improve crop production. Alley cropping utilizes available space and resources for vegetable production between trees during their first years of growth and strategically decreases vegetable production over time as trees mature. The vegetables we grow will supplement our Fair Share offerings. This project will benefit the ecosystems and communities in the Intervale and serve as a valuable model to the hundreds of students, conservation professionals, and community members who visit the Intervale annually. By incorporating the features of both the orchard and annual vegetable production, we will demonstrate climate adaptation practices that advance the resilience of local agricultural land and create clear pathways for communities to participate in growing diverse food.

3. Advancing local elderberry and aronia production for water quality, climate resilience, and community health (2A.2, 3A.2, 3B.4): Over the last three years, the Intervale Center has planted approximately 200 elderberry shrubs and 70+ aronia shrubs at our People’s Orchard and in our agroforestry buffer to demonstrate how riparian buffer plantings can be used to meet diverse needs on farms and contribute to community-scale food production. In 2026, we will continue stewardship, harvest, and distribution of existing elderberry and aronia while also developing an enterprise plan that ideally can sustain our core objectives related to water quality research, innovative climate resilient agriculture, and equitable access to local plant medicines.

We will continue our successful partnership with Spoonful Herbals, another Burlington-based nonprofit, to harvest and process berries into syrup as part of an educational workshop open to the public, resulting in 2,000 ounces of syrup to be distributed for free to the community (double the amount produced in 2025). With approximately 25% of our elderberry and aronia plantings currently producing fruit, we will invest in systems to increase efficiency and safe-handling in preparation for much larger harvests in 2027 and 2028. This will include investing in equipment and collaborating with other Intervale Center programs, technical assistance providers, and food safety regulators to review processes for growing, harvesting, packaging, and storing raw berries.

4. Deepen perennial care around Burlington Community Gardens, including Tommy Thompson and Calahan (1B.3, 1B.4, 2A.2, 2B.1): Fruit trees can be an impactful addition to community garden sites, providing perennial food and medicine, improving climate resilience, and diversifying bird and pollinator habitat. However, fruit trees require long-term care and attention which may be unfamiliar to even experienced vegetable and herb gardeners. Building confidence and coordination among gardeners to tend to these community assets requires thoughtful and experienced facilitation. As the Intervale Center and the City look to continue investment in fruiting perennials as part of nature-based climate solutions, this collaborative project will begin developing the skills and culture that can support community food forests and micro-orchards starting at two Community Gardens with established but still growing fruit tree plantings—Tommy Thompson and Calahan.

With consultation from Jacob Holzberg-Pill of Juneberry Landscapes, we will conduct a health assessment of existing trees, develop three-year management plans for each site, and host workshops on fruit tree care for community gardeners and the public at large. Additionally, we will advance site preparation and planning for a 1/3-acre zone directly across Intervale Road from Tommy Thompson suitable for more accessible future community perennial plantings.

5. Continue site improvements to expand and sustain Tommy Thompson Community Garden (2A.1, 2A.3, 2B.1, 2B.2, 3A.2): Community gardens are a pivotal resource to the community to support food security, food sovereignty, and community connection. In recent years, we have seen the demand for access to fresh food grow in our community, and we identified an opportunity to expand Tommy Thompson to make space for more community garden plots in the fertile soil of the Intervale. With support from the Conservation Legacy Grant in 2025, we began the process of reclaiming a half-acre of land adjacent to the northern end of Tommy Thompson that was overgrown with staghorn sumac to prepare it for future community garden plots. In 2026, we will continue site preparation and steward the wetland buffer to the north of this area to enhance biodiversity and strengthen climate resilience through invasive species removal and native plantings. With City Staff, community gardeners, and Intervale farmers, we will advance plans to improve site access and services, including water line extension, accessibility, and security.

By supporting this project, the Conservation Legacy Fund will be directly invested in nature-based climate solutions that promote food access, resilient ecosystems, and accessible land stewardship resources for the people of Burlington.

Intervale Center - Conservation Legacy Fund Application – Budget and Justification

Expense Category	People's Farm	People's Orchard	Elderberry Production	Perennial Care	Community Garden	Total
Wages & Benefits	\$2,760.00	\$6,576.00	\$5,816.00	\$5,260.00	\$3,576.00	\$23,988.00
Supplies	\$2,550.00	\$3,900.00	\$2,700.00	-	-	\$8,050.00
Contractual	-	-	\$900.00	\$1,500.00	-	\$2,400.00
Equipment rental	\$348.00	\$290.00	\$240.00	\$116.00	\$116.00	\$2,210.00
Subtotal	\$5,658.00	\$10,766.00	\$9,656.00	\$ 6,876.00	\$3,692.00	\$ 36,648.00
Indirect Costs	\$848.70	\$1,614.90	\$1,448.40	\$1,031.40	\$553.80	\$5,497.20
TOTAL	\$6,506.70	\$12,380.90	\$11,104.40	\$7,907.40	\$4,245.80	\$42,145.20

Justification:

Personnel and Benefits:

- People's Farm: 40 hrs @ \$45.00/hr loaded rate for Lands Team members to refurbish running wagon running gear and construct new wagon deck and railing and 24 hrs @ \$40.00/hr loaded rate for Community Food Production Manager to prepare new fields for planting for a total of \$2,760.
- People's Orchard: 82 hrs @ \$40.00/hr loaded rate for Natural Areas Stewardship Coordinator to steward new and existing plantings, coordinate harvest and distribution of fruits, and prep soils in next expansion area; 64 hrs @ \$45.00/hr loaded rate for Lands Team members to install irrigation, plant alley cropping system, and plan next Orchard expansion; and 8 hrs @ \$52.00/hr loaded rate for Land Manager for tractor cultivation of alley cropping field for a total of \$6,576.
- Elderberry Production: 72 hrs @ \$40.00/hr loaded rate for Natural Areas Stewardship Coordinator to steward existing plantings, 56 hrs @ \$45.00/hr loaded rate for Lands Team members to process and distribute berries and develop improvements for efficient harvesting and processing, and 8 hrs @ \$52.00/hr loaded rate for Land Manager to coordinate elderberry handling and processing improvement plans for a total of \$5,816.
- Perennial Care: 28 hrs @ \$40.00 loaded rate for Natural Areas Stewardship Coordinator to implement tree care plan, coordinate with Community Garden leaders and cultivate soil at food forest site; 92 hrs @ \$45.00/hr loaded rate for Lands Team members to coordinate public workshops, prepare food forest site, and coordinate community gardener input for a total of \$5,260.
- Community Garden: 12 hrs @ \$40.00/hr loaded rate for Natural Areas Stewardship Coordinator/Facilities and Grounds Coordinator to prepare soil and steward wetland buffer, 48 hrs @ \$45.00/hr loaded rate for Lands Team members to remove stumps, and 18 hrs @ \$52.00/hr for Land Manager to advance site improvement plans with stakeholders for a total of \$3,576.

Supplies:

- People's Farm: \$1,700 for hardware, tires, and lumber for wagon refurbishment, \$600 for irrigation and fencing materials, and \$250 for cover crop seed for a total of \$2,550.
- People's Orchard: \$100 for soil testing, \$100 for cover crop seed, \$300 for fencing, \$400 for irrigation materials, and \$3,000 for trees and shrubs for a total of \$3,900.

- Elderberry Production: \$1,600 for ingredients and materials to create syrup for distribution and \$1,100 for harvest and washing equipment for a total of \$2,700.

Contractual:

- Elderberry Production: \$900 for Spoonful Herbals to facilitate syrup production.
- Perennial Care: \$1,500 for consultation from Juneberry Landscapes.

Equipment Rental:

- People's Farm: \$348 for tractor rental from Intervale Farmers' Equipment Company.
- People's Orchard: \$290 for tractor rental from Intervale Farmers' Equipment Company.
- Elderberry Production: \$240 for commercial kitchen rental.
- Perennial Care: \$116 for tractor rental from Intervale Farmers' Equipment Company.
- Community Garden: \$116 for tractor rental from Intervale Farmers' Equipment Company.

Indirect Costs: Calculated at organizational rate of 15%

- People's Farm: \$848.70
- People's Orchard: \$1,614.90
- Elderberry Production: \$1,448.40
- Perennial Care: \$1,031.40
- Community Garden: \$553.80

Volunteers harvesting cabbages at the People's Farm for free distribution.



Participants at Elderberry-Aronia Syrup-making Workshop co-led by Spoonful Herbals and the Intervale Center. Syrup was then distributed for free through Fair Share.



Jacob Holzberg-Pill of Juneberry Landscapes facilitating a fruit tree pruning workshop in the Intervale.



Intervale Center - Conservation Legacy Grant Application 2026																		
Objectives/Outcomes	Tasks	Timeline																
			January	February	March	April	May	June	July	August	September	October	November	December				
People's Farm Expansion	Build volunteer wagon	Winter																
	Cultivation of expansion: field and hightunnel	Summer																
	Water line preparation	Summer																
People's Orchard Planting and Alley Cropping Demonstrations	Harvest and distribute	Summer																
	Plant alley cropping system	Spring																
	Stewardship of new and existing plantings (mulching, weeding, pest control, and irrigation)	Spring/Summer																
	Cultivate an additional ½ acre to the north of PO through repeat cultivation and cover cropping	Summer																
Advancing local elderberry and aronia production	Steward productive buffer plantings	Spring/Summer																
	Harvest planning & enterprise analysis	Winter																
	Harvest and Processing	Summer/Fall																
	Syrup making & distribution	Fall																
Deeping the culture of perennial care around Burlington Community Gardens	Tree health assessment and management plan	Winter																
	Workshops & volunteer events	Summer/Winter																
	Fence Removal and bank stabilization at food forest site	Summer																
Improvements for Tommy Thompson Community Garden	Stump removal	Summer																
	Field cultivation	Fall																
	Wetland restoration	Spring/Fall																
	Site coordination & planning	Winter/Summer/Fall																

Record No: LFG-25-6	Primary Location	Applicant
Conservation Legacy Fund Grant Application	No location	 Braden DeForge
Status: Active	Owner	 802-595-8027
Submitted On: 11/29/2025	No owner information	 braden@burlingtonwildways.org
		 482 S Union St Burlington, VT 05401

Applicant Information & Point of Contact

Applicant Name (Individual or Organization)*	Primary Contact Name*
Burlington Wildways	Braden DeForge
Primary Contact Email Address*	Primary Contact Phone Number*
braden@burlingtonwildways.org	8025958027
Primary Contact Street Address*	Primary Contact City, State, ZIP*
1 Ethan Allen Homestead	Burlington, VT, 05408

Application Details

Project Type* 	If applicable, project location (must be within Burlington).
Implementation Work	Some projects, such as planning efforts, may not have a particular location.
	All activities will occur in Burlington, VT on land managed by one of our partners.

Please provide or upload a description of the proposed project (2 page limit)*

This item will be attached to our application.

What is the grant amount you are requesting? (\$10,000 minimum / \$68,000 total available funding)*

12463

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent. Please specify your fiscal agent for this project. ?
*

We have non-profit status with the Winooski Valley Park District acting as our fiscal sponsor.

Please specify matching funds or in-kind work, if any.*

We receive in-kind hours from staff at our partner organizations for their support of partnership projects. Community volunteers and steering group members help with both the design and implementation of plantings and demonstration sites. Our native plant giveaway partnership with UVM is supported by faculty and student hours and their dedicated service-learning projects.

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

This item will be attached to our application.

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

This item will be attached to our application.

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

This item will be attached to our application.

Is there any other information you would like us to know? (2 page limit)

Our request for funding in relation to Question 1.

We are applying for funding under the “implementation” category as this best describes the work that we intend to undertake. Within our outline of tasks, capacity funds are included as a budgetary item that makes the projects possible. While this application is largely for new projects, there are some on-going/ “sustained” components, namely, the support for the native plant giveaway and the demonstration site concept, however, the pocket forest sites will be entirely separate from previously funded projects and are only on-going in spirit.

Who we are:

Burlington Wildways is a partnership group between most of the large, public-facing landowners within the city. The partners are Rock Point Commons, the Intervale Center, Burlington Parks, Recreation & Waterfront and the Winooski Valley Park District, who is our fiscal sponsor. We also work closely with UVM, both faculty and planning staff.

We are a partnership that cares for the wild places and paths of Burlington Vermont. We were formed by a City Council resolution in 2017 to bolster conservation efforts across the city and to ensure long-term equitable access to our natural areas. Our steering committee meets monthly to discuss our priorities and strategic direction. You can learn more about us at: <https://burlingtonwildways.org/>.

Burlington Wildways’ partnership work is silo busting. We plan for and offer the capacity for overseeing projects that each partner has an interest in pursuing, but could not do alone. Our partnership is efficient. We are a group of

groups each with staff, and our initiatives have strong volunteer support.

In-kind hours:

We receive in-kind hours from staff at our partner organizations for their support of partnership projects. Community volunteers and steering group members help with both the design and implementation of plantings and demonstration sites. Our native plant giveaway partnership with UVM is supported by faculty and student hours and their dedicated service-learning projects.

Applicant Certification Required

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*



Burlington Wildways is seeking support from the Burlington Conservation Legacy Grant to increase native plant diversity and abundance on the landscape in Burlington. We aim to do this by establishing a new Miyawaki-style forest demonstration site, to host community-wide native plant giveaways, and bolster our partnership's capacity for restoration. All three of these approaches help our community better understand, and participate in, ways to improve climate resilience through creation and restoration of native habitat across public and private lands.

Nature-based climate solutions (NBCS) offer the most promising and cost-effective avenue for climate change mitigation on the local-level. As the fourth-fastest warming city in the United States, Burlington can invest in establishing increased canopy cover through the planting of native trees and shrubs. This would increase the city's cooling capacity while improving ecological function and biodiversity.

The values of our partnership and our proposed scope of work in this application support many of the core themes identified in this grant program. In addition to the primary categories of Forests and Tree Canopy; Lawns, Fields, and Small Open Spaces; and Equity, Inclusion, and Relationships; our proposed projects center many of the strategies indicated in the implementation plan of the 2022 nature-based climate solutions addendum.

Project 1: Establishment of a new Miyawaki-style pocket forest

To address the impacts of climate change on the local-level, increasing tree canopy is the most resource and cost-effective option. To achieve this, we propose the installation of two Miyawaki forest demonstration sites with a total of 125-150 plants. This dense, multi-layered, and fast growing approach is well suited for the urban/suburban landscape as it can be implemented at scale and will provide NBCS benefits faster than alternative planting options.

The utility of this approach is indicated in the 2022 NBCS addendum (1B.2, 1B.3) and as a demonstration site, this planting would add high value to the educational outreach possibilities of our Grow Wild program. As supported in our award during the last grant-cycle, we aim to build on our success of providing public-facing examples of how community members can implement successful native plantings in the spaces that they steward. The Miyawaki-style forest would be broadly applicable across the city and provide high impact when established in areas currently experiencing low canopy cover. Additionally, "stewardship zones", as defined by the forthcoming Burlington Open Space Plan, would be fitting applications for this method to lessen edge effects and increase connectivity.

We have been in conversation with our partners including the Winooski Valley Park District and the BPRW Conservation Team to discuss areas of land that each manages that would be good demonstration site locations. The process from installation through establishment and maturity will be documented on our website <https://burlingtonwildways.org/grow-wild> to provide additional opportunities for learning resources and community engagement. Estimations of long-term carbon sequestration by these 100 ft² and 300ft² demo sites will offer an opportunity for city staff and community members to envision potential impacts by planting in similar locations (7A.1).

We seek ongoing support to involve the community in NBCS education through tours hosted at the demonstration sites (1B.4, 4A.1 [without incentive], 6B.2, 7A.4). These opportunities allow community members to engage with and learn from staff and volunteers and begin to envision how they might make a change in residential yards and other spaces (4B.1).

Project 2: Community-wide native plant giveaways

In partnership with Dr. Laura Hill and her students at the University of Vermont (UVM), Burlington Wildways has established a maturing effort to provide community members with a low-barrier source of native plants. Ecotypic seeds of primarily herbaceous plants of conservation importance are propagated using the facilities at UVM. Each spring, thousands of established “starts” are ready to be provided to the community (4A.2).

Funding to support our efforts to bring these plants to the community would allow us to offer additional giveaways across the city, print and provide educational materials (1B.4), and fund the staff capacity to make it happen.

The interest in these events of previous years has been overwhelming. This effort has been especially meaningful for community members who are interested in creating habitat and increasing biodiversity but may not have the means to afford to purchase plants, or the time to propagate from seeds. Being able to meet folks where they are: in their neighborhoods, gathering places, and various days and times, allows more people to participate. Additionally, our ability to educate the public on core concepts related to native plants and NBCS, makes these opportunities especially valuable for those who aren’t sure where to start (6B.2).

Project 3: Expand capacity for landscape restoration

The Burlington Wildways partnership includes many of the public facing land-owners who steward the open spaces of the city. Collectively, the land managers of our partner entities are those responsible for the majority of restoration projects in Burlington. As a partnership, we strive to improve the ecological function, biodiversity and connectivity of open spaces on the landscape and much of the work often starts with an ongoing effort to remove non-native invasive plants. Introduced plant species impact every natural area in Burlington and their removal requires continuous time spent by land managers, and volunteers, both one-time and those who are engaged in our stewardship program.

We are seeking funds to purchase additional tools to be shared amongst partners that will be utilized during group volunteer work days throughout the years ahead. Limiting factors of many volunteer events are the number of tools available to provide to participants and the upfront cost associated with purchasing that equipment. Funding to expand the available supply of tools specifically designed for these stewardship activities will greatly increase the possibility for future landscape restoration across the city.

Measurable Results by Project	
1. Establishment of a new Miyawaki-style pocket forest	
Public tours	• Number of attendees • Quantities of resources distributed • People added to newsletter audience
Forest Planting	• Site prepared with soil amendments. • Site planted with # plants. • Site converted to # ft² of habitat. • Educational resources, process, and data available to the public online for this demonstration site.
2. Community-wide native plant giveaways	
Giveaway events	• Number of plants distributed • Quantities of resources distributed • Number of people added to newsletter audience
3. Expand capacity for landscape restoration	
Tools	• Number of restoration events enabled • Acreage of land stewarded using the tools • Number of volunteers able to utilize tools

Burlington Wildways NBCS Funding Request		
April 2026-January 2027 Project Period		
Funding Request		
1. Establishment of a new Miyawaki-style pocket forest		
Compost order		\$135
Woodchips and leaf mulch		\$0
Tree order		\$2,500
Capacity funds		\$3,750
Total Item 1. Request		\$6,385
2. Community-wide native plant giveaways		
Printing educational materials		\$500
Capacity funds		\$580
Total Item 2. Request		\$1,080
3. Expand capacity for landscape restoration		
The Mcleod Tool x10		\$1,125
Weed Wrench (light) x10		\$2,750
Root Slayer Shovel x15		\$1,123
Total Item 3. Request		\$4,998
Total Burlington Wildways Funding Request		\$12,463

Budget Justification

Item 1. Establishment of a new Miyawaki-style pocket forest

Compost order \$135: \$75/yard x 1 yard plus a \$65 delivery fee.

Woodchips and leaf mulch \$0: Woodchips and leaf mulch will be sourced locally for free from the arborist team and from fall clean-up respectively.

Tree order \$2,500: 150 trees and shrubs at 1-2' size sourced from a local grower at \$15 each with a shipping fee of \$250.

Capacity funds \$3,750: staff capacity time includes growing site coordination, and preparation (\$25/hr x50hrs); planting design and species selection (\$25/hr x25hrs); volunteer recruitment

and coordination for the planting day (\$25/hr x30hrs); planting of the demonstration sites (\$25/hr x25hrs); watering and initial care for the site (\$25/hr x20hrs).

Item 2. Community-wide native plant giveaways

Printing educational materials \$500: ~700 color-copy pages of educational handouts and resources provided in color-copy at \$0.71/ page.

Capacity funds \$580: Staffing provided for 4, 2.5hr events at \$29/hr x 2 staff members.

Item 3. Expand capacity for landscape restoration

The McLeod Tool \$1,125: 10 tools at \$104.95 each, plus \$75 shipping.

Weed Wrench (Light) \$2,750: 10 tools at \$239 each, minus \$110 discount, plus \$470 shipping.

Root Slayer Shovel \$1,123: 15 tools at \$69.99 each, shipping not applicable if purchasing from a local vendor.

Burlington Wildways NBCS Funding Request		
April 2026-January 2027 Project Period		
Funding Request	Timeline	Project Milestones
1. Demonstration site establishment and community engagement		
Miniature “Miyawaki” forest	Summer-fall 2026	• Site delineation, volunteer recruitment and preparation: summer 2026. • Site planting and volunteer day: fall 2026. • Site watering and establishment: late fall 2026.
Community tours and open house	Summer-fall 2026	• Successful hosting of four events.
2. Native plant partnership giveaway		
Community giveaway events	Spring 2026	• Education materials created and printed for events: April 2026. • Four successful, staffed events hosted May-June 2026.
3. Restoration capacity building		
Tools	2026	• Orders placed for restoration tools: spring 2026. • Tools utilized by volunteer groups and shared between partners throughout the season: summer-fall 2026.

Record No: LFG-25-2

Conservation Legacy Fund
Grant Application

Status: Active

Submitted On: 11/24/2025

Primary Location

No location

Owner

No owner information

Applicant

 Abby Munterich
 802-876-7778
 abby@feavt.com
 164 Main Street
Suite 2
Colchester, VT 05446

Applicant Information & Point of Contact

Applicant Name (Individual or Organization)*

BLUE BTV

Primary Contact Name*

Abby Munterich

Primary Contact Email Address*

abby@feavt.com

Primary Contact Phone Number*

802-876-7778

Primary Contact Street Address*

164 Main Street, Suite 2

Primary Contact City, State, ZIP*

Colchester, VT 05446

Application Details

Project Type* ?

Implementation Work

If applicable, project location (must be within Burlington).
Some projects, such as planning efforts, may not have a particular location.

Residential properties within Burlington

Please provide or upload a description of the proposed project (2 page limit)*

Please see attached "2025-11-24_BLUEBTV_ProjectDescription.pdf"

What is the grant amount you are requesting? (\$10,000 minimum / \$68,000 total available funding)*

15000

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent. Please specify your fiscal agent for this project. ?
*

Fitzgerald Environmental Associates, LLC

Please specify matching funds or in-kind work, if any.*

We will utilize funding from the City of Burlington Stormwater Program for all operational and personnel costs for the BTV Yards to Rain Gardens project (i.e. advertising, conducting stormwater evaluations to identify suitable properties, providing project technical support).

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

Please see attached "2025-11-24_BLUEBTV_BudgetNarrative.pdf"

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

Please see attached "2025-11-24_BLUEBTV_ProjectTimeline.pdf"

Please see attached "2025-11-24_BLUEBTV_ProjectTimeline.pdf"

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

Since 2017, BLUE has conducted stormwater evaluations and provided guidance for hundreds of residential properties. These evaluations have supported the implementation of over 40 projects which collectively manage stormwater volumes from over 30,000 square feet of impervious surface. We ensure each practice is installed to properly manage stormwater and track the amount of impervious area managed by each installation.

Is there any other information you would like us to know? (2 page limit)

Please see attached "2025-11-24_BLUEBTV_SupportingDocuments.pdf"

Applicant Certification Required

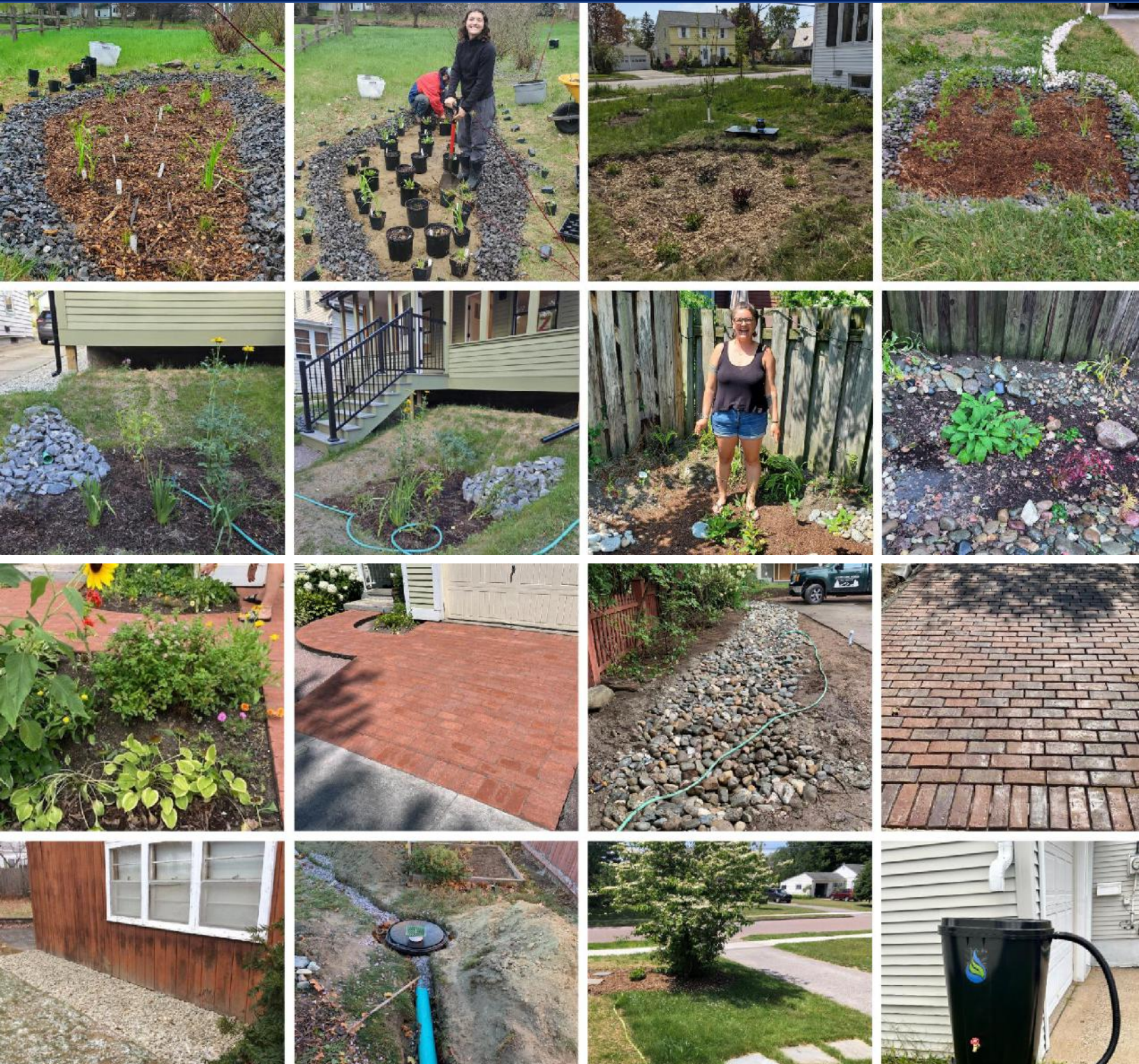
I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*



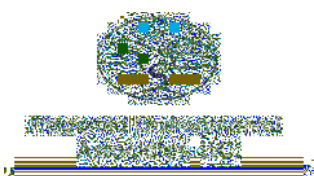
BLUE BTV Stormwater Program

Conservation Legacy Fund Application

BTV Yards to Rain Gardens



Rain gardens and stormwater projects supported by BLUE BTV



BLUE BTV Introduction

[BLUE BTV](#) is a residential green stormwater infrastructure (GSI) incentive program in Burlington, Vermont made possible by a partnership between Lake Champlain Sea Grant (LCSG), the City of Burlington, Fitzgerald Environmental Associates (FEA), and the University of Vermont. BLUE BTV addresses the City's Municipal Separate Storm Sewer (MS4) Permit Minimum Control Measures (MCM): Public Education and Outreach (1), and Public Involvement and Participation. The program incentivizes the installation of stormwater best management practices (BMPs) on residential properties based on site specific conditions, reducing the volume of stormwater runoff reaching local waterways and contributing to combined sewer overflows. BLUE also provides stormwater education during site visits and gathers feedback on the interest and knowledge of stormwater practices via participant surveys.

Since 2017, BLUE has conducted stormwater evaluations for 290 residential properties and supported the implementation of 42 projects which collectively manage stormwater from 30,108 square feet of impervious surface. Rebated projects include rain gardens, permeable driveways, dry wells, infiltration trenches, and gutters directing water toward stable vegetation. BLUE provides rebates up to \$2,000 per property for the installation of approved projects, but these incentives often do not cover full project costs. Property owners surveyed through BLUE identified project costs as the main barrier to installation of GSI projects, especially for lower income households. The Conservation Legacy Fund, if approved, will directly support installation of GSI on selected residential properties.

Project Plan

The *BTV Yards to Rain Gardens* project will utilize this grant funding to fully cover the direct install of three to five rain gardens at low-income residential properties. The rain gardens will be professionally designed and installed according to the BLUE [Basis of Design Manual](#). Our team will leverage the list of existing BLUE program participants who were not able to install a project due to cost and the list of City residents receiving financial assistance through Water Resources' Bill Discount Program to quickly find interested participants that have demonstrated financial need for this project. The team will also advertise the opportunity to receive rain garden financial assistance to ensure other people not reached by either BLUE or the City's assistance program have a chance to apply. Residents who demonstrate financial need, willingness to implement and maintain a rain garden long-term, and have a suitable site will be prioritized to receive rain garden funding. If a new site assessment is needed at the property, BLUE will prioritize those site visits in spring of 2026. Rain garden construction is expected in late summer or fall of 2026. BLUE BTV will provide guidance on rain garden location, size, design, materials, and support coordination with contractors. We will conduct soil infiltration tests to determine site suitability prior to installation and residents will be provided with a list of local contractors known by BLUE to properly design and install rain gardens. BLUE plans to use grant funds to pay contractors directly for all project costs, ensuring that selected property owners incur no expenses. If participants agree after projects are completed, we hope to use rain gardens as demonstration sites and coordinate tours like an event held by Neighborhood Planning Association Ward 6 in the summer of 2025.

Demonstration of Need & Alignment

According to the *2022 & 2025 Open Space Plans*, private yards contribute greatly to the overall greenspace in Burlington and represent unique opportunities for building climate resilience. Increasing GSI on private parcels aligns with many *Open Space Plan* goals such as offsetting urban heat island effects, increasing carbon sequestration, increasing habitat for pollinators and birds, reducing algae blooms in Lake Champlain, and restoring urban waterways like Potash, Centennial, and Englesby Brook. With more rainfall and warming temperatures projected for Burlington, thoughtful stormwater management is

necessary to make private properties more resilient to flooding and preserve water quality in local streams, rivers, and lakes. The *BTV Yards to Rain Gardens* project will address the following Nature-Based Climate Solutions (NBCS) to protect open space and combat climate change:

Equity, Inclusion, and Relationships: BLUE BTV will conduct meaningful community engagement to connect with urban, low-income properties experiencing erosion, flooding, pooling, or basement saturation caused by lack of stormwater management and work with residents to implement stormwater solutions at little or no cost. If a rain garden is not suitable for a property, BLUE BTV can provide guidance outside of the *BTV Yards to Rain Gardens* project on alternative solutions.

- **NBCS Strategy:** Prioritize investments in nature-based climate solutions in areas of the city that are underserved/have limited access to nature.

Water and Wetlands: Properly managing stormwater runoff from residential properties will reduce the amount of sediment, pollutants, and nutrients such as phosphorus reaching sensitive shorefront and floodplain ecosystems along Lake Champlain and the Winooski River.

- **NBCS Strategy:** Develop stormwater infrastructure that reduces stress on wetlands, waterways, and floodplains during extreme weather events.

Lawns, Fields, and Small Open Spaces: Residential rain gardens reduce lawn space and increase the planting of perennial natives which bolster soil health, store carbon, and support birds and pollinators. All rain gardens implemented for the *BTV Yards to Rain Gardens* project will be planted with natives such as cardinal flower, oxeye sunflower, joe-pye weed, blue flag iris, red osier dogwood, and elderberry.

- **NBCS Strategy:** Establish and support voluntary native planting programs for private yards by providing incentives for planting native plants.

Green Infrastructure: Rain gardens are low impact projects that mimic the natural processes of wetlands by slowing, filtering, and infiltrating stormwater. Residential rain gardens may serve as a valuable network for stormwater management providing multiple ecological benefits across the city.

- **NBCS Strategy:** Encourage the installation of GSI on residential properties using non-regulatory incentives.

Community/Ecosystem Impact

The *BTV Yards to Rain Gardens* project will be implemented collaboratively by BLUE Stormwater Program partners. Our team has recognized expertise in the field of GSI, regionally established communication networks, and extensive experience with complex stormwater mitigation design and installations. We will utilize our existing funding from our partnership with the City of Burlington Stormwater Program for all operational and personnel costs for the program (i.e., advertising and stormwater evaluations to identify suitable properties). Any low-income residents across Burlington will be encouraged and eligible to apply for a stormwater evaluation and rain garden funding. More residential rain gardens will increase neighborhood and community interest in GSI and stormwater awareness. Our team tracks metrics including the square footage of impervious surface that each project treats. Since early 2025, five new BLUE residential rain gardens were implemented to manage runoff from 3,570 square feet of impervious surface that may otherwise flow into local waterways.

Project Feasibility/Timeline

Implementation of *BTV Yards to Rain Gardens* fits seamlessly within the BLUE Stormwater Program's annual workload. Based on recent implementation costs tracked through the BLUE program, we estimate that grant funding will cover professional design and implementation for three to five rain gardens during the 2026 construction season.

BTV Yards to Rain Gardens Budget Narrative:

Item	Description	Cost
Rain Garden #1	Professional rain garden design and installation	\$3,000-5,000 depending on project size
Rain Garden #2	Professional rain garden design and installation	\$3,000-5,000 depending on project size
Rain Garden #3	Professional rain garden design and installation	\$3,000-5,000 depending on project size
		Total Cost: \$15,000

The table above shows projected costs for three rain gardens. If each rain garden costs less than \$5,000 to install, it is possible grant funding could cover up to five rain garden projects.

Since funding from the City of Burlington Stormwater Program will cover all operational and personnel costs, grant funding will go towards direct install of each rain garden. The amount of rain garden projects that could be supported by \$15,000 in grant funding is informed by past rain garden project costs tracked through BLUE BTV. We intend to pay contractors directly with grant funding to cover design and implementation costs, ensuring that selected property owners incur no expenses.

BTV Yards to Rain Gardens Project Timeline:

Task	2026										2027
Subtask	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	
Identify project sites											
<i>Solicit interest from target audience</i>											
<i>Conduct BLUE assessment (if new BLUE participant)</i>											
<i>Develop conceptual plans for BMPs</i>											
<i>Contractor attainment</i>											
Support implementation for at least 3 BLUE projects											
<i>Approve designs</i>											
<i>Construction oversight</i>											
<i>Post-implementation inspection</i>											
<i>Support initial project maintenance</i>											
Reporting											
<i>Track metrics</i>											
<i>Final reporting</i>											

BLUE BTV Stormwater Program

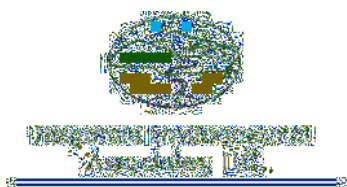
Supporting Documents



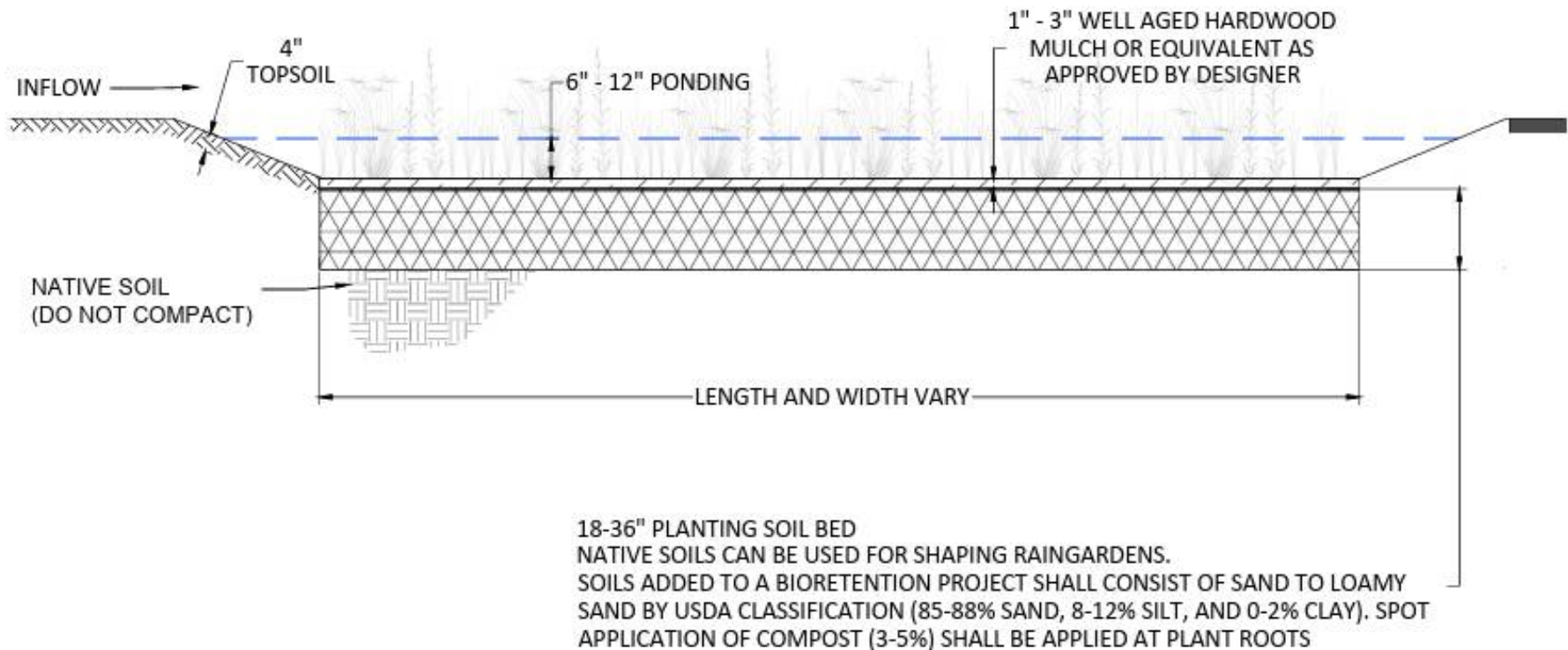
Example of conceptual design recommending a residential rain garden to a BLUE BTV program participant which resulted in the installation of a rain garden during the fall of 2025.

BLUE BTV Impacts		
Total Project Installations	Amount in Rebates Awarded	Total Impervious Area Treated
42	\$39,055	30,108 sq ft

Table detailing project installations, rebates awarded, and impervious area treated through BLUE BTV.



SELECT NATIVE PLANTINGS BASED ON TOLERANCE TO
INUNDATION AND DROUGHT AND/OR ROAD SALT WHERE
APPLICABLE



FOR USE WITH INFILTRATION RATE OF UNDERLYING SOIL
≥0.2 INCHES/HOUR

BIORETENTION BASIN / RAIN GARDEN NOT TO SCALE



Excerpt from the BLUE BTV [Basis of Design Manual](#) which will be used to guide rain garden design and installation.

Record No: LFG-25-3

Conservation Legacy Fund
Grant Application

Status: Active

Submitted On: 11/25/2025

Primary Location

No location

Owner

No owner information

Applicant

 August Tallmadge

 802-922-6959

 august.tallmadge@vycc.org

 1949 E Main St
Richmond, VT 05477

Applicant Information & Point of Contact

Applicant Name (Individual or Organization)*

Vermont Youth Conservation Corps

Primary Contact Name*

August Tallmadge

Primary Contact Email Address*

august.tallmadge@vycc.org

Primary Contact Phone Number*

8029226959

Primary Contact Street Address*

1947 E Main St

Primary Contact City, State, ZIP*

Richmond, VT, 05477

Application Details

Project Type* ?

Operational Work for Sustained Implementation

If applicable, project location (must be within Burlington).
Some projects, such as planning efforts, may not have a particular location.

The project location will be throughout Burlington – multiple sites based off of the project priorities of Burlington Parks and Rec and Burlington Wildways.

Please provide or upload a description of the proposed project (2 page limit)*

The Vermont Youth Conservation Corps (VYCC) seeks to use these grant funds to run four weeks of Youth Crew programming in Burlington. We will collaborate with Burlington Wildways partners to recruit diverse local youth participants, complete high-priority conservation projects, facilitate experiential learning opportunities through our educational curriculum, and introduce participants to local organizations working on nature-based climate solutions.

While there are always more projects in need of completing than capacity to do them, we acknowledge limited funding resources and propose to maintain our previous commitment of four weeks of projects while focusing on enhancing community impact and education.

Who We are:

VYCC is a service corps that enrolls over 200 young adults each year to work on public service projects. Our mission is: *"To take action & build community by working and learning together with the land"* Since 1985, over 7,000 Corps Members have completed projects that strengthen Vermont's communities and conserve natural resources. We accomplish this by providing training to leaders and members, providing tools and vehicles, and supporting the crew with our highly skilled staff. We rely on partners to provide project materials and to work in collaboration with our staff to ensure specific project needs are met.

Burlington Wildways is our primary partner for this initiative. Burlington Wildways mission is to build a strong partnership of many organizations working together to maintain a world-class shared trail network; conserve the rare plants and diverse animals that make their homes in the Queen City; and provide equitable and inviting access to our many natural areas for the benefit of all our city's citizens and visitors. While 2025 project partners only included City of Burlington and Rock Point Commons, continued partner engagement with other Wildways partners (Intervale and Winooski Valley Park District) for crew recruitment and job exposure to VYCC alumni continues to be a key strategy. This connects to strategy 6C.2 *"Increase partnerships with community organizations for the completion of NBCS projects city-wide."*

Statement of Need:

Burlington's natural areas face increasing pressures from climate change, invasive species, stormwater runoff, and high public use. At the same time, Burlington youth, especially those from low-income families, New Americans, and historically disenfranchised communities, face barriers to accessing paid work experience, workforce training, and outdoor leadership opportunities. VYCC responds to these needs by providing paid jobs and training to youth who lack access to these opportunities; building climate resilience and improving ecological health in Burlington's public spaces and strengthening community investment in shared natural spaces.

Environmental Needs:

Project Proposal

The main goals of a youth crew are to offer opportunities for participants to learn, grow, and establish connections with the land with a dual focus on efficiency and project completion. Due to the heavy use of Burlington area parks and natural areas, Wildways Partners always have a larger list of projects than can be completed solely with Parks and Rec staff or volunteers, making the added capacity of VYCC crews essential for projects of the right scope and scale. VYCC brings crews capable of showing up every day to tackle projects larger than can be done by volunteers, and with a level of training that allows more complex projects to be accomplished.

Last year the crew completed installation of 792 ft of new puncheon and removal of old decaying structures on the Rock Point and Ames trail system. The trail is now fully open and accessible, increasing public access to trail systems and green spaces while limiting human impact on sensitive wetland environments.

The 2026 project priorities will be determined by the 2025 Burlington Open Space Plan which is currently being finalized. Burlington's Open Space Plan establishes a framework for conserving, managing, and expanding open space across the city. The updated plan includes aspects of the NBCS addendum of the earlier open space plan.

The city of Burlington has committed to working with VYCC to increase accessibility, trail sustainability, and work on general conservation projects in the Burlington area. VYCC will adapt our crew and crew leader training based on the project priorities once the Open Space Plan is finalized.

Examples of projects that align with City priorities and VYCC crew capabilities include:

- Ongoing trail building, corridor clearing, dry-stone masonry, trail-based carpentry, and existing trail maintenance, etc.

- Invasive species management, planting of native trees and shrubs, green stormwater infrastructure, erosion mitigation, etc.

- Installation of signage, accessible benches and ramps, and demolition of deteriorating or damaged infrastructure

Community-based Needs:

Service and Education:

Youth Crews at VYCC offer paid summer service positions for participants between the ages of 15 and 18. Participants work on conservation projects and learn a variety of skills including problem solving, communication, and time management; they also develop technical conservation skills like safe use of tools, strategies for land management, erosion control, and trail building skills. Youth members receive training and guidance from Crew Leaders and receive additional support from VYCC Staff.

Last year, the youth education curriculum consisted of daily 30-minute lessons which were facilitated by crew leads, VYCC staff, and external partners. The outcomes of these lessons were developing an understanding of conservation and its importance, cultivating curiosity and experience in an outdoor setting, and building leadership and communication skills. This outcome is deeply tied to NBCS's goal of Equity and Inclusion, specifically *"Create education opportunities to communicate the value of Nature-Based Climate*

Solutions.” This year we are hoping to build on the success of our previous program. Education program updates focus on deepening the educational outcomes and building a pathway into conservation-based career opportunities.

Recruitment:

VYCC has long-standing relationships with public schools and youth-development organizations in the City of Burlington. We will primarily be working with Simon Parlante (Employment Specialist at Burlington High School) and Jim Shields (Student-centered Learning Coordinator at Eagle Bay Academy). This year we are also reaching out to the YouthBuild & AALV Programs to help with recruiting a diverse participant pool.

VYCC will focus on recruiting and hiring a crew that reflects the diverse demographics of Burlington, including the New American community. The crew will work alongside conservation professionals, making this a valuable opportunity for career exploration. This connects to strategy 6B.3 *“Create more opportunities to bring school aged children and university students into the urban wilds to experience and learn about NBCS.”*

Last year we were able recruit a diverse crew who were able to use VYCC to achieve increased stability, community connection, and educational support – out of our 6 member crew, one member was from the New American community, one member was experiencing housing insecurity, and four members had been struggling in the school environment.

What is the grant amount you are requesting? (\$10,000 minimum / \$68,000 total available funding)*

36783

If you are not applying as a 501 (c) 3 nonprofit, you will likely need a fiscal agent. Please specify your fiscal agent for this project. ?
*

We are a nonprofit.

Please specify matching funds or in-kind work, if any.*

\$7,500 of matching funds (see budget for details)

Please provide or upload a budget and budget narrative explaining how funding will be used. (2 page limit) Note that written estimates for proposed work may be required for awarded projects.*

4 weeks of VYCC youth crew fee for service at \$7,000 per week = \$28,000

3 weeks of VYCC staff facilitated leader training to prepare leaders to lead the youth crew and complete the projects = \$2,500

Total Direct Costs = \$30,500

Indirect Rate 20.6% = \$6,283

Total grant request = \$36,783

What does the \$7,000 fee-for-service rate include?

Stipends for crew leaders and members

Worker's Comp and Insurance

Transportation

Use and maintenance of tools

Staff support for crew dynamics and project quality

The actual cost of running a VYCC youth crew is more than \$7,000 per week. VYCC raises the remaining funds through philanthropy and other grants. We will use these funds to offer \$7,500 of match to the project.

Please provide or upload a project schedule and, as applicable, specify individual project milestones (phases). Projects should generally be completed within 1 year.*

Recruiting Phase & Project Coordination:

January through May, VYCC staff working with Burlington partners on direct outreach. Most crew member hiring occurs in April and May 2026. During January – May coordination between VYCC and Burlington Parks will occur to align project plans with the Burlington Open Space Plan.

Training:

Crew leaders are trained from May 25th – June 12th, 2026

Operational Phase:

The 2026 Burlington Youth Crew will operate for one four-week session: June 22nd – July 16th

The full crew works Monday-Thursday, 8am-4:30pm.

On Fridays, the two crew leaders prepare and plan for next week's project and educational activities. The youth crew will have two crew leaders and five-seven youth crew members.

Project Close-out Phase:

September through December 2026

End of season reflection with partners, reporting, and planning for future partnerships.

Please provide or upload an explanation of how your project's results or effectiveness can be measured.*

People Metrics:

of crew leaders (goal: 2)

of youth participants who gain hands-on experience completing conservation projects (goal: 5-7)

Increased % of participants who are Burlington residents and who are members of historically disenfranchised communities

Participants complete 16 thirty-minute educational sessions led by crew leaders accomplishing course learning objectives

Education focused on Nature based climate solutions

Education focused on developing leadership and communication skills

Project Metrics

Crew Hours (goal: 750 hours)

Pre-season goals established during the Project Coordination phase.

Community Metrics:

Engagement with school partners to build and increase effectiveness of recruitment efforts

Generation of a pathway from youth crew participation to post-high school conservation-based career

Improved Burlington land through conservation efforts

Is there any other information you would like us to know? (2 page limit)

Statement of Intent:

This is VYCC's third consecutive year applying for the Conservation Legacy Grant. VYCC was thrilled to receive funding in 2025 to operate a youth crew in Burlington and there is a lot of momentum to build on for the 2026 program. In a 2026 iteration, VYCC is excited to focus recruitment and hiring efforts on Burlington residents and to continue building connections between young people and the places they live. VYCC is excited to strengthen learning outcomes through an educational program which will focus on career and skill development. VYCC is excited to do all of that while also completing valuable conservation projects in Burlington.

Education Description:

In 2025, VYCC's education program consisted of two, four-week sessions in Burlington and Woodstock, respectively. The overall course goals that were established are listed below.

Examine and understand the relationships and impacts between humans, the health of Vermont lands & ecosystems, trail-work, and environmental conservation.

Value and demonstrate curiosity towards the natural world, community development, and the process of learning and growth

Develop and use interpersonal and leadership-based skills such as communication, collaboration, wellness, and group leadership

Original Schedule / Plan:

Week 1: Focus on personal growth and communication

Lessons:

Principles, Practice's, and Policies / Harassment prevention

Physical and Emotional Wellness w/ Abby

Active Listening, Communication, and Engagement

Crew Contract

Week 2 & 3: Focus on technical skills & environmental understanding

Lessons:

Leave No Trace

Regional Species ID/ Invasive ID and Invasive Impact.

Regional Land Use and Ecology History

Environmental Justice & the Abenaki

Watershed Science & Water Quality

Environmental, Conservation, and Trade Careers

Technical skill development/specialized training (project dependent)

Erosion, & Trail Science Focused

Land Stewardship and Engagement:

Week 4: Focus on leadership skill development

Lessons:

Leadership Skills

Crew Project Walk

Communal Leadership

Final Day Debrief

The original schedule was established based on what was projected to be the best fit for crew/leads. As the

summer began, changes began to be made. These changes occurred for a few reasons, which are listed below.

Allowing for leaders who had individual skills and experience to teach out lessons they have expertise in

Allowing crew members to direct what the education lessons focused on.

Allowing external project sponsors to engage in the education program.

Other shifts based on Crew Leader's Avery and Aarons feedback/direction

The plan for 2026 is to incorporate feedback from last year to further refine the program. This will include having more of a focus on conservation/camping skills which will allow participants to move into an adult conservation program with more ease. We are also hoping to incorporate more of a focus on the unique natural features and history of the Burlington area.

Applicant Certification Required

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*



Application Action

 Application Action*

—

Attachments

Record Activity

August Tallmadge started a draft Record	11/25/2025 at 12:09 pm
August Tallmadge submitted Record LFG-25-3	11/25/2025 at 12:16 pm
OpenGov system altered approval step Application Review, changed status from Inactive to Active on Record LFG-25-3	11/25/2025 at 12:16 pm
OpenGov system assigned approval step Application Review to Scott Gustin on Record LFG-25-3	11/25/2025 at 12:16 pm
Scott Gustin unassigned approval step Application Review from Scott Gustin on Record LFG-25-3	11/25/2025 at 1:52 pm
Scott Gustin assigned approval step Application Review to Daniel Cahill on Record LFG-25-3	11/25/2025 at 1:52 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Application Review	11/25/2025, 12:16:44 PM	-	Daniel Cahill	-	Active
✓ Application Action	-	-	-	-	Inactive

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: Conservation Legacy Fund grant awards 2026

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	3/9/2026

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	2/20/2026	Bill Ward
Mayor's Office informed and approved memo	Yes	3/3/2026	Kara Alnasrawi
Board/Commission, if required	Yes	2/2/2026	Conservation Board. 2/10/26 for Parks Commission
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	3/4/2026	Atty. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	3/3/2026	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	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance

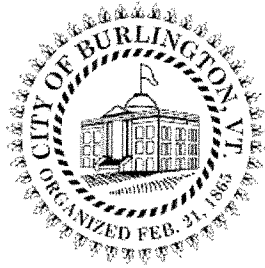
2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, March 9, 2026

Tobacco:

Dot's Market
Wesco: 219 Main Street
Wesco: 328 North Avenue
Wesco: 103 Shelburne Road
Wesco: 315 Shelburne Road

Tobacco Substitute Endorsements:

Dot's Market
Wesco: 219 Main Street
Wesco: 328 North Avenue
Wesco: 103 Shelburne Road
Wesco: 315 Shelburne Road



OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802)865-7000

Fax (802) 865-7014

Deaf/Hard of Hearing 711

DECLARATION OF ELECTED CANDIDATES ANNUAL CITY ELECTION – MARCH 3, 2026

I, Katherine Schad, Presiding Officer for the March 3, 2026 Annual City Election for the City of Burlington, Vermont do hereby declare the following candidates elected as a result of the Annual City Election held March 3, 2026:

<i>Ward 1</i>	<i>Office</i>	<i>Elected Candidate</i>	<i>% of Vote</i>
	City Councilor	Carter Neubieser	89.24%
	School Commissioner	Gary L. Golden	96.89%
	Inspector of Election	Linda A. Sheehy	97.64%

<i>Ward 2</i>	<i>Office</i>	<i>Elected Candidate</i>	<i>% of Vote</i>
	City Councilor	Gene Bergman	91.95%
	School Commissioner	Polly Vanderputten	97.25%
	Inspector of Election	Julia DiPietro	97.80%

<i>Ward 3</i>	<i>Office</i>	<i>Elected Candidate</i>	<i>% of Vote</i>
	City Councilor	Laura Sanchez-Parkinson	93.58%
	School Commissioner	Heather Amato	96.81%
	Ward Clerk	No candidate elected	N/A
	Inspector of Election (3 Year Term)	No candidate elected	N/A
	Inspector of Election (2 Year Term)	Deborah Krugipudi	97.19%

<i>Ward 4</i>	<i>Office</i>	<i>Elected Candidate</i>	<i>% of Vote</i>
	City Councilor	Sarah Carpenter	96.16%
	School Commissioner	Melissa Zygmant	97.28%
	Inspector of Election	Wendy Rice	97.86%

<i>Ward 5</i>	<i>Office</i>	<i>Elected Candidate</i>	<i>% of Vote</i>
	City Councilor	Ben Traverse	96.71%
	School Commissioner	Lucia W. Campriello	98.60%
	Inspector of Election	Rachel Fisher	98.78%

Ward 6	Office	Elected Candidate	% of Vote
	City Councilor	Becca Brown McKnight	95.73%
	School Commissioner	Clare Wool	98.44%
	Inspector of Election	Leslyn Hall	98.51%

Ward 7	Office	Elected Candidate	% of Vote
	City Councilor	Evan Litwin	79.34%
	School Commissioner	Polly J. Ericksen	97.15%
	Inspector of Election	Thomas L. Fleury	98.63%

Ward 8	Office	Elected Candidate	% of Vote
	City Councilor	Marek Broderick	61.06%
	School Commissioner	Jacqueline "Nikki" O'Toole	96.82%
	Inspector of Election (3 year term)	No candidate elected	N/A
	Inspector of Election (1 year term)	No candidate elected	N/A



Katherine Schad
Presiding Officer – March 3, 2026 Annual City Election

3/5/26

Date



OFFICE OF THE CLERK/TREASURER
City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802)865-7000
Fax (802) 865-7014
Deaf/Hard of Hearing 711

DECLARATION OF ELECTION RESULTS
QUESTIONS ON THE BALLOT
ANNUAL CITY ELECTION – March 3, 2026

I, Katherine Schad, Presiding Officer for the March 3, 2026 Annual City Election for the City of Burlington, Vermont do hereby declare the following results for the Public Questions on the Ballot.

Question 1: APPROVAL OF SCHOOL BUDGET FOR FISCAL YEAR 2027

	VOTES	% of VOTES
YES	5,900	67.21%
NO	2,879	32.79%
Undervotes	140	
Overvotes	0	
Total Ballots Cast	8,919	
RESULT	APPROVED	Simple Majority Required

Question 2: INCREASE IN POLICE & FIRE TAX RATE

	VOTES	% of VOTES
YES	6,113	70.02%
NO	2,617	29.98%
Undervotes	189	
Overvotes	0	
Total Ballots Cast	8,919	
RESULT	APPROVED	Simple Majority Required

Question 3: CHARTER CHANGE RE: ESTABLISHMENT OF THE OFFICE OF RACIAL EQUITY, INCLUSION, AND BELONGING

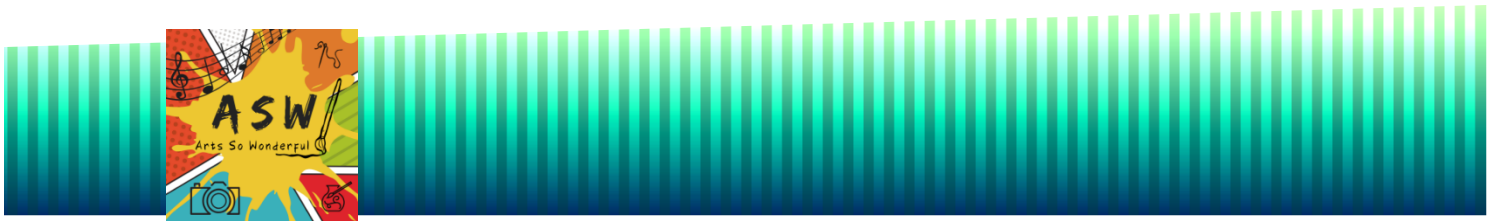
	VOTES	% of VOTES
YES	4,959	57.08%
NO	3,729	42.92%
Undervotes	228	
Overvotes	3	
Total Ballots Cast	8,919	
RESULT	APPROVED	Simple Majority Required

Question 4: COMPENSATION FOR SCHOOL BOARD MEMBERS

	VOTES	% of VOTES
YES	5,393	62.17%
NO	3,281	37.83%
Undervotes	244	
Overvotes	1	
Total Ballots Cast	8,919	
RESULT	APPROVED	Simple Majority Required


Katherine Schad
Presiding Officer – March 3, 2026 Annual City Election

3/5/26
Date



January 17, 2026

ASW Community Events/ Burlington City Hall Contois Auditorium, Thorsen Way and
Community Bank Drive Thru

March 14th 3pm-6pm, Know Your Rights – Our community partners will do tabling at this. The goal is to provide service to individuals on site the best we can. Snack and refreshment will be at this event cost \$550\

April 20th 8pm-11pm Hip Hop takes over City Hall – FREE live performance from the best Hip Hop artist in Vermont. Snack and refreshment will be at this event Cost \$1140

May 23rd 8pm-11pm Rock Takes Over City Hall – FREE live performance from the best Rock artist in Vermont Snack and refreshment will be at this event Cost \$1260

June 6th 1pm-4pm Jazz --
– FREE live performance from the best Jazz artist in Vermont. Snack and refreshment will be at this event Cost \$740

June 19th noon- 4pm Juneteenth (Ake's Place), Thorsen's Way Murals and
Community Bank Derive thru. FREE All of these outdoor events will have music snacks and refreshments plus paint and supplies 3 murals Cost \$3750

July 11th 8pm-11pm Reggae Takes Over City Hall – FREE live performance from the best Reggae artist in Vermont. Snack and refreshment will be at this event Cost \$1140

July 17th 8pm-11pm Latin Takes Over City Hall - FREE live performance from the best Latin artist in Vermont. Snack and refreshment will be at this event Cost \$1140

Burlington City Hall Contois Auditorium Events deposit \$3615 total \$7230, 3 Murals \$3750 (including Juneteenth Mural), Sound, Performers and Insurance not including all artist and muralist comp.

TOTAL \$20,845

Thank you.

Bruce Wilson

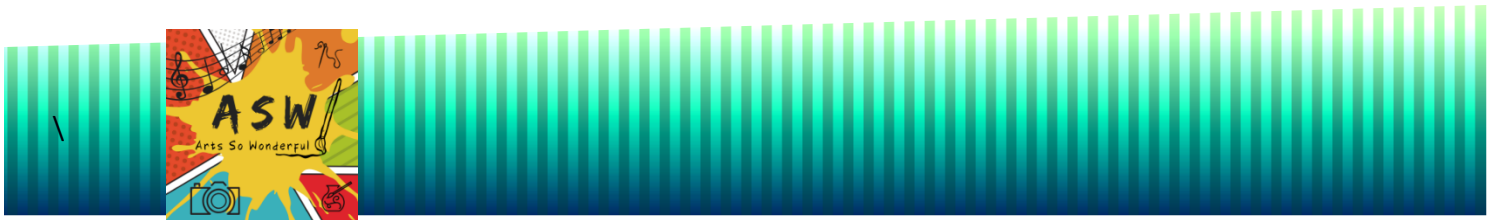
Arts So Wonderful

242 College Street Unit D

Burlington VT 05401

802 304 3775 www.ArtsSoWonderful.com

www.cctv.org/search/node/service%20rendered Burlington Channel 17



January 23,2026

RE: ASW COMMUNITY EVENTS LETTER

Hello Community Partners,

Please continue to support Arts So Wonderful. Since 2003, ASW has over 50 awards and has hosted over 700 events in Vermont? Attached is the event list using Burlington Contois Auditorium, Thorsen Way and Community Bank Drive Thru (3 Murals) celebrating Juneteenth. For the last 2years Burlington City Council and you have supported Juneteenth Celebration.

With all the happening at the city/ state level we need to continue to support the people we serve! Some Burlington residence who might be economically challenge feels Burlington has forgot about them. Our job is to help them and raise them up the best we can! I know for a fact these FREE community event that you support will bring some happiness to folks. I also know while individuals attend our events they will be in a good place warm from the cold, cool from the summer heat and safe! Everyone is welcome up to capacity. They also will gather information for their systemic need during our Know Your Rights event.

I am also your Vermont Human Rights Commissioner. Most everything I do is serve the people who I work for. I need everyone's help Lets continue to work together for one of our common goals ` .

Thank you.

Bruce Wilson

Arts So Wonderful

242 College Street Unit D

Burlington VT 05401

802 304 3775

WWW.ArtsSoWonderful.com

[@artssowonderful.com](https://www.instagram.com/artssowonderful.com)

www.peg.tv.com Rutland Channel 1

www.cctv.org/search/node/service%20rendered Burlington Channel 17



ASW

Arts So Wonderful

ASW PRESENTS

**KNOW YOUR
RIGHTS**

MARCH 14TH

3:00-6:00 PM

**BURLINGTON CITY HALL
CONTOIS AUDITORIUM
VERMONT**

Lori Olberg

FOR INFORMATION ONLY

From: U.S. Infrastructure Development Conference <mail@infraconference.ccsend.com>
Sent: Wednesday, February 11, 2026 10:49 AM
To: Lori Olberg
Subject: Where Infrastructure Owners and Industry Meet: The U.S. Infrastructure Development Conference | June 3-4

You don't often get email from mail@infraconference.ccsend.com. [Learn why this is important](#)
[WARNING]: This email was sent from someone outside of the City of Burlington.

For complete information /
additional text, please
contact the City Clerk's Office





The **U.S. Infrastructure Development Conference** comes to Dallas on June 3-4 for two days of dialogue focused on how critical infrastructure projects move from planning to delivery.

Across the country, public agencies are advancing capital improvement programs addressing transportation modernization, water system upgrades, energy resilience, community development, and essential public facilities.

As funding streams evolve and procurement models adapt, **owners and industry partners are working together in new ways to accelerate delivery, manage risk, and align capital programs with long-term infrastructure priorities.**

The U.S. Infrastructure Development Conference convenes senior public and private-sector leaders to examine how these major projects are advancing nationwide.

Over two days, the program will explore:

- Traditional and alternative delivery models in practice
- Risk allocation frameworks that protect public interests
- Aligning capital planning, funding streams, and delivery timelines
- Addressing deferred maintenance and modernization at scale

Join 650+ project owners and industry leaders to discuss active initiatives, upcoming procurements, and long-term delivery strategies.

Early registration is now open. **Government and public-sector representatives qualify for complimentary access.**

Join us and our industry's decision-makers in Dallas on June 3–4.

Program Overview

Lori Olberg

FOR INFORMATION ONLY

From: ANR.ENBAdministrator@vermont.gov
Sent: Thursday, February 12, 2026 5:21 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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additional text, please
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You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

Below are current activities for which you have been signed up to receive notifications. To view the details of these activities please visit the ENB. When one or more activities that match your specific criteria is posted to ENB, you will receive a single email notification compiling the information. If you have been signed up to receive updates step-by-step throughout the review process for these activities the updates will appear in the second half of the email.

To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
Multi-Sector General Permit 3-9003 (MSGP): Notice of Intent	Burlington Rail Yard	5251-9003.R1	Vermont Railway, Inc.	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open.	2026-02-12	Draft Decision - Public Comment Period	PN26.0002343
					The administrative			

Lori Olberg

FOR INFORMATION ONLY

From: U.S. Housing & Community Development Conference
<mail@ushousingconference.ccsend.com>
Sent: Tuesday, February 17, 2026 11:39 AM
To: Lori Olberg
Subject: HUD Secretary Scott Turner Confirmed to Deliver Opening Keynote

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additional text, please
contact the City Clerk's Office



We are pleased to confirm that Secretary Scott Turner of the U.S. Department of Housing and Urban Development will deliver the Opening Keynote Address at the 2026 U.S. Housing & Community Development Conference in Dallas.

As the nation confronts persistent housing supply constraints, affordability challenges, capital market shifts, and evolving federal priorities, this address will frame a national dialogue on housing delivery, financing, and public-private collaboration.

The Secretary's remarks will open two days of working sessions focused on expanding housing production at scale, public-private partnerships, structuring capital stacks in a higher-rate environment, housing authority self-development, innovative financing strategies, and federal-state-local coordination.

Confirmed participation includes senior leaders from housing authorities, state housing finance agencies, municipal housing departments, national developers, capital providers, and advisory firms advancing projects nationwide.

Confirm Your Participation

Event Details

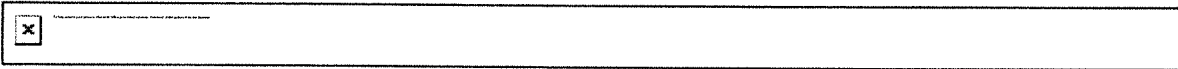
- **Dates:** June 1-2, 2026
- **Location:** Downtown Sheraton, Dallas, Texas
- **Registration:** \$895 General, \$395 Nonprofit, \$0 Government (complimentary)
- **Early Registration Savings Conclude Friday, March 20:** Confirm your participation and receive up to \$500 in savings. Complimentary registration remains available to eligible government and public-sector officials.

Lori Olberg

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Tuesday, February 17, 2026 1:41 PM
To: Lori Olberg
Subject: February 17, 2026

26 FEB 17 1:41 PM

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Given the constrained state budget this year, we thought lawmakers might be open to discussing municipal revenue streams, and, oh boy, are they ever. The good news is that some committees are open to exploring new non-property tax revenue ideas. The bad news is that the appropriations committees are discussing new ways to spend local monies.

In this *Weekly Legislative Report*, we discuss proposed appropriations from the Opioid Abatement Fund and PILOT Special Fund, announce a new proposed municipal revenue authority for town road spending, and provide an update on the ongoing debate about the timing for implementing Act 181.

As always, please stay in touch. We want to hear your ideas, feedback, and concerns.

Read the Weekly Legislative Report



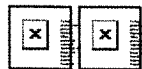
Advocacy Chat

Be sure to join us on **Monday, February 23 at 1 PM** for our next Advocacy Chat.

Register now!

Chats occur every other Monday. We rely on hearing your ideas and concerns as the session progresses. You can view previous Advocacy Chats on our website.

[Click here to view this email as a web page.](#)



Manage Your Preferences

Email mailings@vlct.org to subscribe or unsubscribe from the *Weekly Legislative Report*.

Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

[Unsubscribe](#) | [Update Profile](#) | [Constant Contact Data Notice](#)

FOR INFORMATION ONLY

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Wednesday, February 18, 2026 11:19 AM
To: stephanie@fullcirclevt.com; associationservices@fullcircle.com;
cole.lafleche@bowman.com; hrees@southburlingtonvt.gov;
citycouncil@southburlingtonvt.gov; jlouisos@sburl.com; Benjamin Traverse; Andrew
Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; Burlington Town Clerk;
Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov;
PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; Quin.Mann@vermont.gov
Subject: 4C0130-10 Incomplete Letter -- Redrock Drive & East Redrock Drive
Attachments: Incomplete_Letter 4C0130-10.pdf

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hello,

Please see attached "Incomplete Letter."

Thank you,

Adriene Katz | District Technician
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452
(802) 879-5670
<https://act250.vermont.gov>

For complete information /
additional text, please
contact the City Clerk's Office

Emails and other written or recorded information produced or acquired in the course of public agency business are public records and may be subject to public examination under Vermont's Public Records Act.

Lori Olberg

From: ANR.ENBAdministrator@vermont.gov
Sent: Wednesday, February 18, 2026 5:27 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Local Information

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To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
					A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date.			
Wetlands General Permit Authorization	52NorthCoveRoad-Burlington	2022-0967	Jackson Miller	Burlington	The administrative record set for this activity has been modified. Please visit	2026-02-18	Final Decision Reached - Appeal Period	PN26.0002156

Lori Olberg

From: NWACC <visit@nwacc1.ccsend.com>
Sent: Friday, February 20, 2026 10:42 AM
To: Burlington Town Clerk
Subject: WFA Certification 3/28-29

126 FEB 20 4 12 38

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Wilderness First Aid Certification - Bentonville, AR March 28-29

Hey there!

When things don't go as planned in the outdoors, are you prepared?

This two-day Wilderness First Aid course prepares you to assess, stabilize, and respond with confidence.

Certification

Through hands-on scenarios and interactive instruction, you'll learn:

- Patient assessment and stabilization
- Treatment for hypothermia, snakebites, and common wilderness injuries
- When and how to evacuate
- Improvisation using the gear you already carry

The course is taught by Tom Burroughs, Director of Ozark Safety and Rescue Educators and longtime Washington County, AR Search & Rescue team leader. With decades of emergency response and backcountry rescue experience, Tom brings practical, real-world expertise to every training.

What's Included

- All course supplies
- Waterproof field guide (yours to keep)
- 3-year nationally recognized Wilderness First Aid certification (Sierra Rescue International)

Meets WFA requirements for BSA, NICA, and the American Camp Association.

Spots are limited—register today and be prepared when it matters most.

[Click here to register!](#)

Lori Olberg

From: VLCT Journal <info@vlct.org>
Sent: Saturday, February 21, 2026 7:01 AM
To: Lori Olberg
Subject: Town Meeting and its Follow-Up, Safety Tips, Audits, and More!

FOR INFORMATION ONLY

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additional text, please
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February 2026

Lori,

We might still be in a deep freeze, but maple sugaring season (and mud season) are just around the corner. Before you know it, Town Meeting will have gone by and the legislature will have hit crossover week. Before we speed ahead into spring, take a moment to meet VLCT PACIF's new Senior HR Consultant Christine Trombley Marsh, consider joining VLCT's Board of Directors, and make sure to review this Slips, Trips, and Falls safety brief – because it's still icy out there for now.



[News](#)

[Resources](#)

[Claims](#)

[Careers](#)

[Events](#)

Legal Notes

Consider All Statutory Factors of Necessity Before Taking Property

The takeaway from this recent Vermont Supreme Court decision is that when faced with an apparent need to condemn property for a sewer or wastewater system, a town and its municipal attorney must carefully consider and document all five of the factors included in the statutory definition of necessity.

Can You Reconsider/Rescind a Town Meeting Vote?

The short answer is yes. If a warned article is voted on at an annual town meeting, that article may be reconsidered or rescinded by the voters at a subsequent special town meeting warned for that purpose. Read this article to learn more about how to do this and what is (and isn't) allowed.

Post-Town Meeting Process Info Sheet

Use this info sheet as a guide for navigating the numerous post-town-meeting legal requirements found in Vermont statutes.

Risk Management

Air Pollution Vehicle Backlog Addressed

Lori Olberg

From: ANR.ENBAdministrator@vermont.gov
Sent: Monday, February 23, 2026 5:23 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

FOR INFORMATION ONLY

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additional text, please
contact the City Clerk's Office

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

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To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
					A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date.			
Multi-Sector General Permit 3-9003 (MSGP): Notice of Intent	Queen City Steel	4847-9003.R1A	Queen City Steel	Burlington		2026-02-23	Final Decision Reached - Appeal Period	PN26.0005201
					The administrative record set for this activity has been modified. Please visit			

FOR INFORMATION ONLY

Lori Olberg

From: Lemnah, Sarah <sarah.lemnah@redcross.org>
Sent: Monday, February 23, 2026 5:52 PM
Subject: Get to Know the American Red Cross in Vermont
Attachments: Vermont_Get to Know the Red Cross Invite 2026.pdf

You don't often get email from sarah.lemnah@redcross.org. [Learn why this is important](#)
[WARNING]: This email was sent from someone outside of the City of Burlington.

For complete information /
additional text, please
contact the City Clerk's Office

Get to Know the Red Cross in Vermont! Join us for an opportunity to meet your local Red Cross contacts. Hear about our mission priorities, ways we can partner, and an open Q&A for learning and discussion.

Join us **March 11, 2026, at 12:00 PM**. Save the date and [register here](#) for this virtual event.

Look forward to seeing you
Sarah

Sarah Lemnah
Executive Director, Vermont

American Red Cross
Northern New England Region
Cell Phone: 802-330-7381
Web: [//RedCross.org/NNE](https://RedCross.org/NNE)
Email: Sarah.Lemnah@redcross.org

Lori Olberg

FOR INFORMATION ONLY

From: VLCT News <info@vlct.org>
Sent: Tuesday, February 24, 2026 3:49 PM
To: Lori Olberg
Subject: VLCT Board Vacancy, a Busy March Approaches, the Town Meeting Song, and more!

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[News](#)

[Resources](#)

[Events](#)

[Advocacy](#)

[Careers](#)



VLCT is accepting applications to fill a vacancy on the VLCT Board of Directors. Please consider applying or nominating a qualified municipal leader to support VLCT in fulfilling its mission to serve and strengthen local government. Applications are due Fri 2/27.

Announcements & Updates

Dog Licensing Information

Brush up on the details before your town's dog owners start arriving.

Plan Now to Update Contacts Soon After Town Meeting

Please plan to update the names and contact information of elected officials in the VLCT MAP database soon after town meeting – so new officeholders can use our trainings and resources right away!

Meet Muni-Pal Beta

Muni-Pal, VLCT's new artificial intelligence-powered virtual assistant, is designed especially to help you find the information and resources you need on our website. We encourage early adopters to try the beta version soon to help us improve this tool before we activate it fully.

Free Risk Management Training for Employees of PACIF Members

Is your municipality making full use of PACIF Learn, with its wide array of online courses? Many are for all employees; others focus on high-risk departments such as police and public works.

It's Not Too Late to Start the Governing All with Skill Course

Learn about the psychology of governance and gain useful skills in diplomacy, conflict resolution, and dealing with complexity. The format uses online components – eight training modules and a thought-sharing platform – as well as in-person roundtable discussions to explore and develop.

Notable Resources

How to Handle Online Public Meeting Disruptions

Lori Olberg

FOR INFORMATION ONLY

From: VLCT Journal <info@vlct.org>
Sent: Wednesday, February 25, 2026 10:07 AM
To: Lori Olberg
Subject: Reminder: Town Meeting and its Follow-Up, Safety Tips, Audits, and More!

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For additional information,
additional text, please
contact the City Clerk's Office

February 2026

Lori,

We might still be in a deep freeze, but maple sugaring season (and mud season) are just around the corner. Before you know it, Town Meeting will have gone by and the legislature will have hit crossover week. Before we speed ahead into spring, take a moment to meet VLCT PACIF's new Senior HR Consultant Christine Trombley Marsh, consider joining VLCT's Board of Directors, and make sure to review this Slips, Trips, and Falls safety brief – because it's still icy out there for now.

[News](#)

[Resources](#)

[Claims](#)

[Careers](#)

[Events](#)

Legal Notes

Consider All Statutory Factors of Necessity Before Taking Property

The takeaway from this recent Vermont Supreme Court decision is that when faced with an apparent need to condemn property for a sewer or wastewater system, a town and its municipal attorney must carefully consider and document all five of the factors included in the statutory definition of necessity.

Can You Reconsider/Rescind a Town Meeting Vote?

The short answer is yes. If a warned article is voted on at an annual town meeting, that article may be reconsidered or rescinded by the voters at a subsequent special town meeting warned for that purpose. Read this article to learn more about how to do this and what is (and isn't) allowed.

Post Town Meeting Process Info Sheet

Use this info sheet as a guide for navigating the numerous post-town-meeting legal requirements found in Vermont statutes.

Risk Management

Avoid Costly Vehicle Backing Accidents

Lori Olberg

FOR INFORMATION ONLY

From: U.S. Infrastructure Development Conference <mail@infraconference.ccsend.com>
Sent: Wednesday, February 25, 2026 11:22 AM
To: Lori Olberg
Subject: See Which Agencies and Infrastructure Leaders Are Confirmed for 2026

For complete information /
 additional text, please
 contact the City Clerk's Office

You don't often get email from mail@infraconference.ccsend.com. [Learn why this is important](#)
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x	
x	
The national forum for public owners and industry partners advancing major capital programs. <u>Complimentary registration</u> is extended to government representatives. Momentum continues to build for the <u>2026 U.S. Infrastructure Development Conference</u>, taking place June 3–4 in Dallas. Join more than 650 senior public- and private-sector leaders representing active capital improvement programs across transportation, water, energy, civic, and social infrastructure are already confirmed. This includes senior representatives from: • State and local Departments of Transportation • Water and wastewater authorities • Energy and utility providers • Airport authorities and public works departments • City, county, and state leadership offices More than half of the attendees are public owners leading infrastructure initiatives nationwide, creating a uniquely balanced environment for direct, peer-level engagement between owners and industry. Alongside them will be: • Developers • Engineering and design firms • Construction executives • Capital providers and infrastructure investors • Legal and advisory firms This is where agencies advancing capital programs engage directly with the partners responsible for financing, delivering, and operating them.	

Lori Olberg

From: Chittenden County Regional Planning Commission <evaughn-ccrpcvt.org@shared1.ccsend.com>
Sent: Friday, February 27, 2026 3:40 PM
To: Lori Olberg
Subject: February Newsletter

FOR INFORMATION ONLY

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additional text, please
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CCRPC Regional Notes | February 2026

Good afternoon,

There has been renewed conversation this year about regional governance in Vermont as municipalities navigate rising costs, workforce challenges, and increasingly complex responsibilities. These pressures are prompting thoughtful discussion about where collaboration and shared services may create efficiencies while preserving local decision-making.

One example is H.762, which extends the timeline of the County and Regional Governance Study Committee. The committee continues to examine how regional and county-level structures function and whether there are opportunities to improve coordination and service delivery. While the bill does not propose structural changes, it keeps the conversation active.

For many municipalities, regional governance is already a practical tool for services including solid waste, transit, and water. Vermont's regional planning commissions provide technical expertise, grant management, transportation and land use planning, emergency preparedness coordination, and forums for collaboration that help communities stretch limited resources. As cities and towns consider options for sharing services and coordinating infrastructure investments, we'll continue to support these conversations and look for opportunities to provide local government services more effectively and efficiently.

On March 16, I will be participating in a Lake Champlain Chamber **panel** on regional governance in Vermont as part of the Chamber's legislative breakfast series. I encourage you to attend if you can. Please feel free to reach out to me with your feedback and ideas as we continue these important conversations.

Best regards,

Charlie Baker
Executive Director, CCRPC

QUICK LINKS

[CCRPC Website »](#)

[CCRPC Calendar »](#)

[Cultural and Religious Days of Significance Calendar »](#)

[CCRPC Traffic Alert Program »](#)

[Vermont League of Cities & Towns Resources »](#)

[Vermont Open Meeting Law Updates and FAQ »](#)

TRANSLATION

The CCRPC newsletter can be translated into many languages using Google Translate. Visit the **newsletter webpage** for more information.

CALENDAR

Please Note: All meetings are hybrid unless otherwise specified. Information needed to join remotely is included in every meeting agenda, which is posted

Lori Olberg

From: ANR.ENBAdministrator@vermont.gov
Sent: Friday, February 27, 2026 8:22 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

FOR INFORMATION ONLY

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Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
Wetlands Individual Permit	ManhattanDriveOutfalls-Burlington	2018-729.01	The City of Burlington; Department of Public Works, Monika Ingalls	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open.	2026-02-27	Draft Decision - Public Comment Period	PN26.0004006
					The Department			

Lori Olberg

From: VLCT Events & Trainings <info@vlct.org>
Sent: Monday, March 2, 2026 7:32 AM
To: Lori Olberg
Subject: February Events Digest

FOR INFORMATION ONLY

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March Training & Events

Have you been struggling to keep track of all the events, chats, meet-ups, and trainings VLCT offers? You can use this email, which arrives the first Monday of each month, to plan what you'd like to attend.



MON	TUE	WED	THU	FRI
3/2	3/3	3/4	3/5	3/6
	Happy Town Meeting Day!			
3/9	3/10	3/11	3/12	3/13
1 - 2 PM Advocacy Chat 2026		12 - 1 PM Attorney Office Hours	12 - 1 PM Workplace Matters: An Employer's Role During a Labor Organizing Petition	
3/16	3/17	3/18	3/19	3/20
		Open Meeting Law Basics: 10 - 11:30 AM Morning Session 6 - 7:30 PM Evening Session		
3/23	3/24	3/25	3/26	3/27
1 - 2 PM Advocacy Chat 2026		12 - 1:30 PM Windham Region Selectboard Meet-Up		
3/30	3/31			

Lori Olberg

FOR INFORMATION ONLY

From: VLCT Events & Trainings <info@vlct.org>
Sent: Monday, March 2, 2026 7:38 AM
To: Lori Olberg
Subject: MARCH Events Digest

26 APR 2 4:20 PM
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additional text, please
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March Training & Events

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3/23	3/24	3/25	3/26	3/27
1 - 2 PM Advocacy Chat 2026		12 - 1:30 PM Windham Region Selectboard Meet-Up		
3/30	3/31			

Lori Olberg

FOR INFORMATION ONLY

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, March 2, 2026 2:34 PM
To: Lori Olberg
Subject: March 2, 2026

For complete information &
additional text, please
contact the City Clerk's Office

[WARNING]: This email was sent from someone outside of the City of Burlington



The mad dash toward crossover has officially begun. The legislature will be on break this week for Town Meeting and will return to Montpelier on Tuesday, March 10 with a mere four days to pass all policy bills from one chamber to the other. Money bills, such as the "big bill" for FY27 and the miscellaneous tax bill, will have an additional week. **Several critical bills for VLCT priorities have yet to pass the necessary full chamber vote. Some, including key housing bills, must still take speedy stops and passes through additional committees of jurisdiction before heading to the floor.**

In this *Weekly Legislative Report*, we announce eye-popping new poll numbers related to housing policy, update you on progress for the year's housing bills, and discuss new proposals for regional assessment districts and municipal enforcement for hazards and waste on private premises.

As always, please stay in touch. We want to hear your ideas, feedback, and concerns.

Read the Weekly Legislative Report



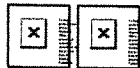
Advocacy Chat

Be sure to join us on **Monday, March 9 at 1 PM** for our next Advocacy Chat.

Register now!

Chats occur every other Monday. We rely on hearing your ideas and concerns as the session progresses. You can view previous Advocacy Chats on our website.

[Click here to view this email as a web page.](#)



Manage Your Preferences

Email mailings@vlct.org to subscribe or unsubscribe from the *Weekly Legislative Report*.

Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

Lori Olberg

FOR INFORMATION ONLY

From: Act250.Essex@vermont.gov
Sent: Monday, March 2, 2026 3:06 PM
To: HOA@GARRETTSProperties.COM; HOA@GARRETTSProperties.COM;
cbonanni@bpflegal.com; mews24@gmail.com; LANCE@GARRETTSProperties.COM;
Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org;
Act250.Essex@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg;
anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov;
AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; Quin.Mann@vermont.gov
Subject: 4C0378-2 Incomplete Letter
Attachments: Incomplete_Letter 4C0378-2.pdf

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additional text, please
contact the City Clerk's Office

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Hello,
Please find the attached document for the referenced Act 250 Application.
Thank you.

Lori Grenier | District Technician
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452

<https://act250.vermont.gov>

Emails and other written or recorded information produced or acquired in the course of public agency business are public records and may be subject to public examination under Vermont's Public Records Act.

Resolution Relating to

SUPPLEMENTAL RESOLUTION NO. 20 TO THE
GENERAL BOND RESOLUTION ADOPTED BY THE
BOARD OF ELECTRIC COMMISSIONERS ON OCTOBER
7, 1981, AS AMENDED

RESOLUTION_____

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”).

28
29 *TM/Resolutions 2026/Supplemental Resolution No. 20 to the General Bond Resolution Adopted by the Board of Electric Commissioners on*
30 *October 7, 1981, as Amended*
31 3/4/26

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:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

2/17/2026

3/9/2026

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.

Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

Chittenden Solid Waste District-alternate	Term Expires 5/31/26	One Opening
Housing Board of Review	Term Expires 6/30/28	One Opening
Vehicle for Hire Licensing Board	Term Expires 6/30/28	One Opening

Applications may be submitted to the Clerk/Treasurer's Office, 149 Church Street, Burlington, VT 05401 Attn: Lori NO later than Wednesday, March 4, 2026, by 4:30 pm. If you have any Questions, please contact Lori at (802) 865-7136 or via email lolberg@burlingtonvt.gov.

City Council President Traverse and Mayor Mulvaney-Stanak will plan for appointments to take place at the March 9, 2026 City Council Meeting/City Council With Mayor Presiding Meeting.

26 MAR 2 4:58 PM



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Housing Board of Review Board/Commission
(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Emma Ramirez-Richer Ward: 8

Residence: 7A Bradley Street **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): Phone (work): 798-9925 Phone (cell): 373-0589

E-Mail Address: eramirezricher@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

– As Burlington resident who has rented several apartments throughout the City, I have lived experience with the rules and regulations that a renter must navigate, and that a landlord must enforce, to ensure everyone's safety and well being.

– My previous role as Executive Assistant at the Agency of Natural Resources gave me familiarity on a wide range of environmental issues, many relating to the housing and permitting.

Current Occupation: Operations Manager, Office of Governor Phil Scott

Education (list most recent first):

School	Location	Year/Degree
Middlebury College	Middlebury, VT	2022 BA Environmental Policy
Champlain Valley Union High School	Hinesburg, VT	2018 High School Diploma

What do you hope to accomplish as a Commissioner/Board Member?

As a board member, I hope to keep housing affordable and accessible to a wide demographic of tenants and contribute to a fair environment for landlords. I hope to reach thoughtful decisions alongside the other Board Members to make sure good-faith renters receive their security deposits – money that is essential to cover cost of living expenses for renters. I also hope to be apart of the fair decisions made by the Board that make sure landlords are reimbursed for property damage and held accountable for safety standards, which are essential aspects to fixing up Burlington's housing stock, keeping rental units online, and keeping decent landlords in the business. The housing crisis Burlington is experiencing is one of the most important issues to me as a young Vermonter trying to stay and make a life here, and decisions made by the Board are foundational to solving the issue for tenants and landlords alike.

How did you learn of the opportunity/opening to serve on a Board/Commission?

Shay Brunvand, paralegal in the City Attorney's Office who facilitates the Housing Board of Review, is my friend and roommate. She let me know there was an opening and I decided to apply.

Have you served as a Burlington City Commissioner/Board Member in the past? No

If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

If I am privy to any confidential information regarding changes in landlord-tenant laws in my position in the Governor's Office, I will disclose the conflict and recluse myself. It is unlikely for such a situation to arise.

List Two References:

Julie Moore, former manager, 802-622-4046

Jaye Pershing Johnson, current colleague, 802-622-4065

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary. I work for the State of Vermont because I am passionate about public service and making Vermont a better place for the people who live here. I currently serve as Boards and Commissions Manager in the Governor's Office, so I recognize the importance of filling boards with high-quality appointments who will exercise common sense and who have shared experiences with the community members they are serving. I would be thrilled for the opportunity to represent my neighbors as a member of the Housing Board of Review.

Signature: 

Date: 2/26/26 2/27/26

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

Memorandum

To: City of Burlington
From: Virginia Renfrew, Gail Zatz, David Mickenberg and Christina McLaughlin,
Lobbyists for the City of Burlington
Date: February 19, 2026
Re: Update on 2026 Legislative Session

Updates on the City of Burlington Legislative Priorities and Budget

The Budget Adjustment bill has passed out of both the House and Senate. It is now in Conference Committee. The Senate took the Section 8 funding out (it was in the House bill) but there's language to support it; the funding will be worked out in conference. There is also language that would help communities that may be forced to deal with increased ICE activity and the public safety costs associated with that activity.

The FY 2027 Budget bill continues to be considered by the House Appropriations Committee and the House Human Services Committee. Last week and today, House and Senate Appropriations held two public hearings where advocates have 2 minutes to make their requests. This week, House Human Services took testimony from advocates.

Housing

House Human Services continues taking testimony on the emergency housing bill. The Administration has not been supportive of the current version of the House Human Services bill. Discussions continue.

The Housing committees are laying the groundwork for what we anticipate will be one or more omnibus housing bills – addressing development, funding, and regulations including issues concerning landlord tenant issues. These landlord tenant issues have included discussions about implementing “just cause” eviction standards and speeding up the eviction process. House General will likely have a new draft of the landlord-tenant bill this week.

Mental Health and Substance Use

House Human Services voted out H.660, the Opioid Settlement Fund appropriations. In line with the recommendations of both the Department of Health and the Opioid Settlement Fund Advisory Committee, they did not include funding for the Burlington OPC in FY 27, but they left the door open for the Senate to add funding if circumstances changed and the City could present the need for the funds.

Committees have focused some attention this last week and this week on suicide prevention and chronic student absenteeism.

Judicial and Pre-Monitoring Systems

House Corrections and Institutions has been grappling with whether to continue funding pretrial monitoring, given the low rate of participation in program. House and Senate Judiciary have been looking at pretrial services and the impact the services are having on reducing violations of conditions of release and recidivism.

Water Infrastructure

Senate Finance is reviewing S.212 related to water infrastructure.

We are working with the House Environment Committee to seek an amendment related to municipal oversight of water discharge permits.

Gun Reform

We hope to see movement on some gun reform measures in the coming weeks. We will continue to monitor.

Charter Changes

The Senate Government Operations Committee continued testimony on H.508 related to setting ward boundaries. They heard from the City Attorney's office as well as Counselor Bergman. During the course of the discussion it was agreed that legislative council would draft an amendment to the charter change that would provide the city with more flexibility than the current draft charter change. This draft should emerge in the coming weeks and we don't anticipate there will be any issues that impeded the passage and then swift concurrence from the House.

The House Government Operations Committee took some introductory testimony on H.462, as it relates to landlord-tenant provisions that will be contained in H.772 under consideration in House General and Housing. They do not intent to move H.462 forward.

The charter change bills that we are monitoring are:

H.59 Board of Police Commissioners/Police Department

H.462 Just cause eviction

H.508 Landlord notice/ward boundaries

S.131 Banning firearms in bars

Resolution Relating to

7-YEAR PLAN FOR RESIDENTIAL RECYCLING
COLLECTION & CONSOLIDATED COLLECTION STUDY

RESOLUTION_____

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:

That WHEREAS, That WHEREAS, the City of Burlington began curbside residential recycling in 1989[1] and has provided municipal collection services through the Department of Public Works (DPW) since 1993, today enabling the diversion of approximately 5,566,916 pounds, or 502 pounds per household, of recycling per year[2]; and

WHEREAS, DPW’s recycling collection operation for the last five years has been chronically understaffed [3], requiring the use of DPW street maintenance employees for recycling collection, and requiring the use of incentive and retention compensation to maintain existing staffing levels; and

WHEREAS, leadership from the American Federation of State, County and Municipal Employees (AFSCME) Local 1343, representing DPW employees, submitted a written correspondence to the City Council on January 30, 2026, expressing their support to contract out residential recycling collection due to the operational strain it has been putting on DPW workgroups; and

WHEREAS, on July 16, 2025 and November 3, 2025, the City issued Requests for Price Quotes (RFPQ) from private companies to collect recycling for DPW, while having DPW continue to manage other aspects of the recycling program including administration, monitoring collection performance, totter sale and distribution, solid waste generation tax collection; and

WHEREAS, Casella Waste Systems (Casella) was ~~been~~ the sole respondent to the RFPQ process, having submitted a five-year proposal on August 18, 2025 that was cost prohibitive, and a seven-year proposal on November 14, 2025, that would cost slightly less than DPW’s in-house operation projection (\$1.69 vs \$1.83 million annually), and which would necessitate in a lower proposed solid waste generation tax increase than keeping the service in-house [6]; and

WHEREAS, the Burlington Public Works Commission voted six to one on November 19, 2025, in favor of pursuing a contract with Casella, with those supporting expressing both a desire (i) for DPW management to have more time to advance the Commission’s programmatic and policy interests; and (ii) to protect Street Maintenance and Equipment Maintenance better from the operational burdens of the Recycling program [7]; and

WHEREAS, the TEUC voted two to one on November 29, 2025, in favor of maintaining recycling collection performed by DPW employees, with the two Councilors voting in the affirmative preferring greater oversight with a City-staffed collection and the negligible financial savings with the Casella proposal [7]; and

WHEREAS, there remains significant community interest in exploring a consolidated collection system for trash, recycling, and organic waste; ~~and~~

~~WHEREAS, DPW leadership has expressed reservation about further study of municipal consolidated collection citing staff bandwidth, department priorities, and diversity of opinion on City Council regarding such an effort [5] though they are prepared to carry out this study should the Council authorize executing the 7-year recycling contract to reduce day-to-day operational burdens in the department;~~

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby recognizes the tireless ongoing work of frontline staff across DPW who have kept this vital recycling service going despite the operational challenges faced; and

BE IT FURTHER RESOLVED that the City Council authorize the Director of Public Works or their designee to execute a 7-year recycling collection contract with Casella consistent with their amended November 14, 2026 proposal; and

BE IT FURTHER RESOLVED that the City Council form a special Consolidated Collection Study Committee by May 15, 2027~~starting in FY'28~~ to begin studying a consolidated collection model for residential trash, recycling and compost no later than July 2027, and evaluate both City-staffed and contracted models that could be implemented at the end of the 7-year recycling collection contract; and

BE IT FURTHER RESOLVED that the Consolidated Collection Study Committee be constituted in the following manner: two members of the City Council appointed by the President of the City Council such that each political party has one representative, two members of the Public Works Commission appointed by the Chair of the Public Works Commission, one City of Burlington employee appointed by the American Federation of State, County & Municipal Employees, one member from the Chittenden Solid Waste District, one Burlington resident appointed by the President of the City Council, one Burlington resident appointed by the Mayor, and one member from the Department of Public Works appointed by the Mayor; and

BE IT FURTHER RESOLVED that any vacancy that occurs on the Consolidated Collection Study Committee will have the appointing person or entity fill the vacancy with all due and practicable speed; and

BE IT FURTHER RESOLVED that DPW bring an update to the Transportation, Energy & Utilities Committee and the full City Council by the end of FY'27 that includes a draft consultant scope of work and an associated timeline for the consolidated collection study.

58 References:

59 1. <https://www.burlingtonvt.gov/FAQ.aspx?QID=270>

60 2. <https://www.burlingtonvt.gov/315/Recycling-Solid-Waste-Collection>

61 3. <https://www.wcax.com/2025/04/23/burlington-considers-scrapping-recycling-program>

62 4. [https://www.wamc.org/news/2025-04-16/burlington-city-council-holds-work-sessions-on-overdose-](https://www.wamc.org/news/2025-04-16/burlington-city-council-holds-work-sessions-on-overdose-prevention-site-planning-and-recycling)
63 [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)

64 5. 10/29/2025 TEUC memo

65 <https://burlingtonvt.portal.civicclerk.com/event/8546/files/attachment/11496>

66 6. 11/25/2025 TEUC memo

67 <https://burlingtonvt.portal.civicclerk.com/event/8601/files/attachment/11841>

68 7. 12/15/2025 CC memo

69 <https://burlingtonvt.portal.civicclerk.com/event/8237/files/attachment/12046>

70

71 CS/Resolutions 2026/7 Year Plan for Residential Recycling Services

72 3-5-26



**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 MAINTENANCE DIVISION*

MEMORANDUM

To: City Council

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
Chris Damiani, DPW Commission Chair

Date: March 9, 2026

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

DPW is requesting the City Council approval of the attached resolution. It came from 2-17-26 Board of Finance meeting after a 4-1 vote. 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 early 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 month. 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). In early February, Casella granted a second extension through February 28, 2026. In late February, DPW requested a third extension, which Casella granted, through March 20, 2026. 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 at the March 9, 2026 meeting.

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 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

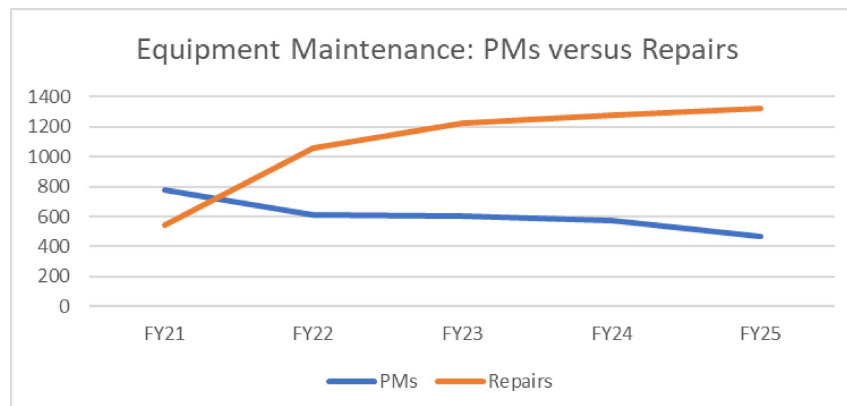
While the FY'27 budget is still in development, DPW has produced a budget for the Administration that has the City's Recycling service delivered through a contract and does not increase the Solid Waste Generation Tax further after last year's 70% increase. If we were to keep Recycling operation in-house 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 the Recycling program.

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. The issue 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:

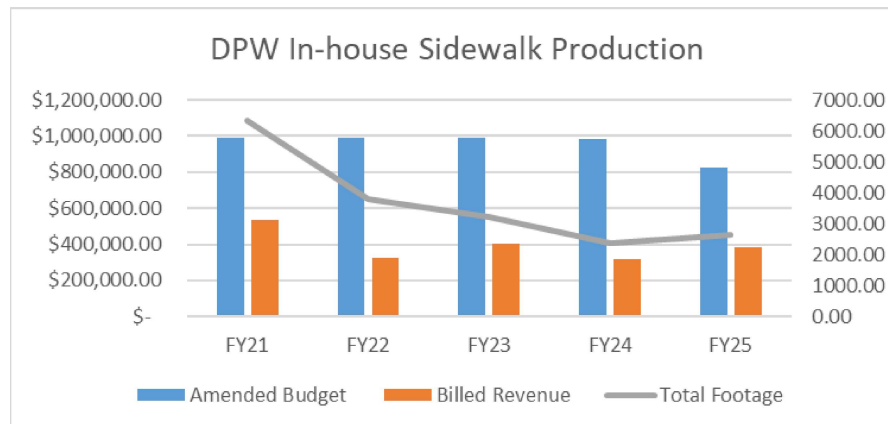
As mentioned in previous memos, DPW has broad responsibilities and after many years of tight budgeting, our department is showing significant operational strain. Choosing to keep the Recycling program in-house during the very challenging FY'27 budget year, and not take advantage of contracting's financial 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 Inflation: 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 towards 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 of the City's 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.

Additionally, we 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 (2 would likely be scrapped). 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 (including consolidated collection). 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 Council Motion:

- To waive the reading and adopt the resolution.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Public Works Submitter: Chapin Spencer/Lee Perry

Title/Subject: City's Residential Recycling Contract Award & Consolidated Collection Study

Approval Requested:

- ☐ Board of Finance
☒ City Council
☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.
3/9/2026
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	3/4/2026	Approved by Chapin Spencer
Mayor's Office	Yes	2/26/2026	Approved by Kara Alnasrawi
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	2/26/2026	Approved by Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/26/2026	Approved by Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	2/26/2026	Approved by Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

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% Inflator 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				

HIGHER INFLATION SCENARIO: 5% average inflation

Year	Base Yearly Contract	5% Inflator 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				

CONTEXT: DPW Annual GF Budget

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: Consumer Price Index - Urban

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)

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%

FUEL SURCHARGE: If fuel inflation is average of 4.63%

\$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: Historical Annual Inflation for Diesel Fuel

Data 6: M Diesel Prices-Ultra-Low			
Sourcekey	EMD_EPD20XLS_PTE_NUS_DPG	EMD_EPD20XLS_PTE_R10_DPG	EMD_EPD20XLS_PTE_R1X_DPG
Date	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			5.105
1/15/2024			4.306
1/15/2025			3.874
1/15/2026			4.015
20	Change in Diesel from 2007 - 2026		2.26%
	Change in Diesel from 2017 - 2026		4.63%

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 Reimbursements	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 toters. 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
V E R M O N T

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



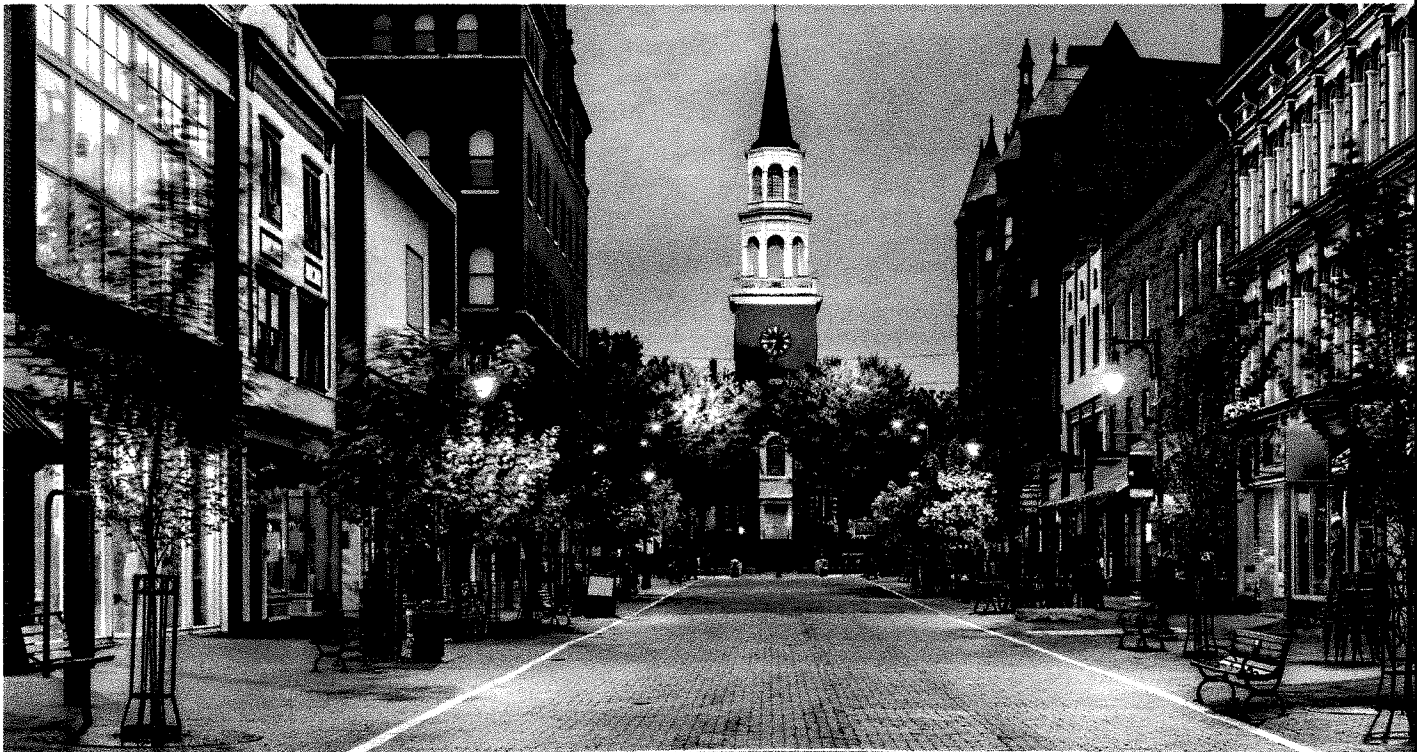
NOVEMBER 14, 2025

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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5	Our Sustainability Goal's
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11	Qualifications & Experience
13	Mattress Recycling
14	Engagement & Education
15	Required Bid Documents



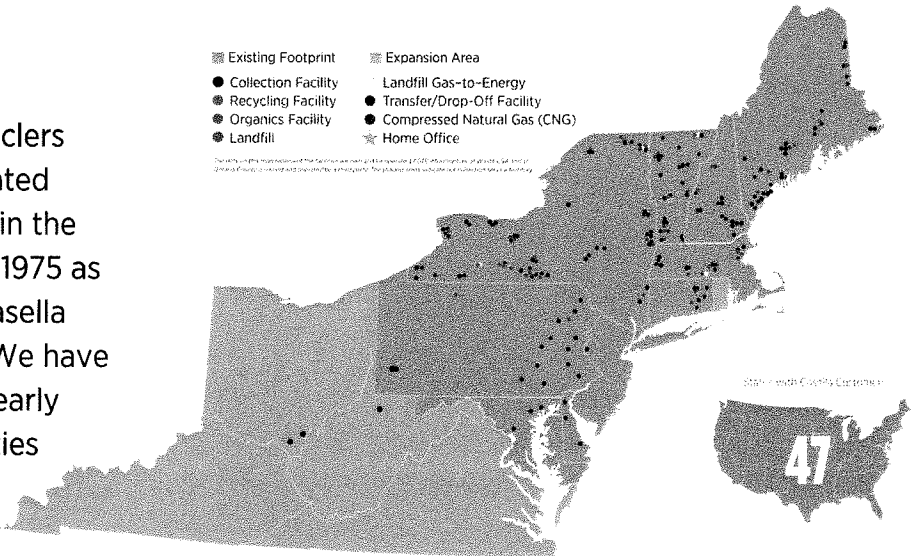
Who We Are

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

Footprint, expansion area and facilities are not to scale. All facilities are subject to change without notice. All facilities are subject to change without notice.



John W. Casella

Doug Casella

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 OTSEGO

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.

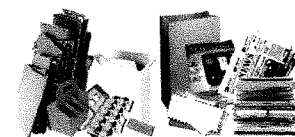
Through investments in truck automation and technology, we can conserve fuel while also improving worker safety and driver productivity. These benefits, along with the fuel and emission savings, combine to propel important progress toward multiple sustainability goals. As we advance our fuel efficiency, 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

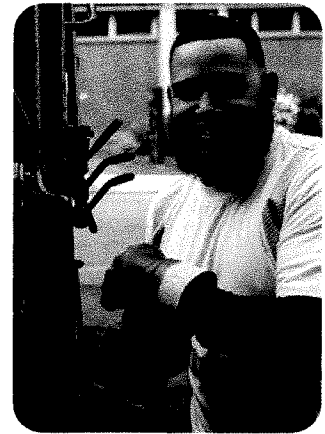
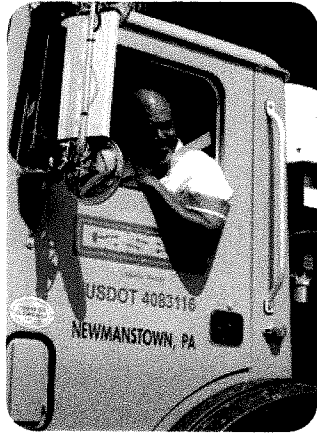
Casella has partnered with Routeware, equipping our collection fleet with on-board computers, GPS, safety cameras and fleet automation software across Casella's footprint. The software provides drivers and internal office staff with easy-to-use tools and data to help them work more safely and efficiently.

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.

Casella Customer Care Contact
 **800- CASELLA**

2024 CCC Stats



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

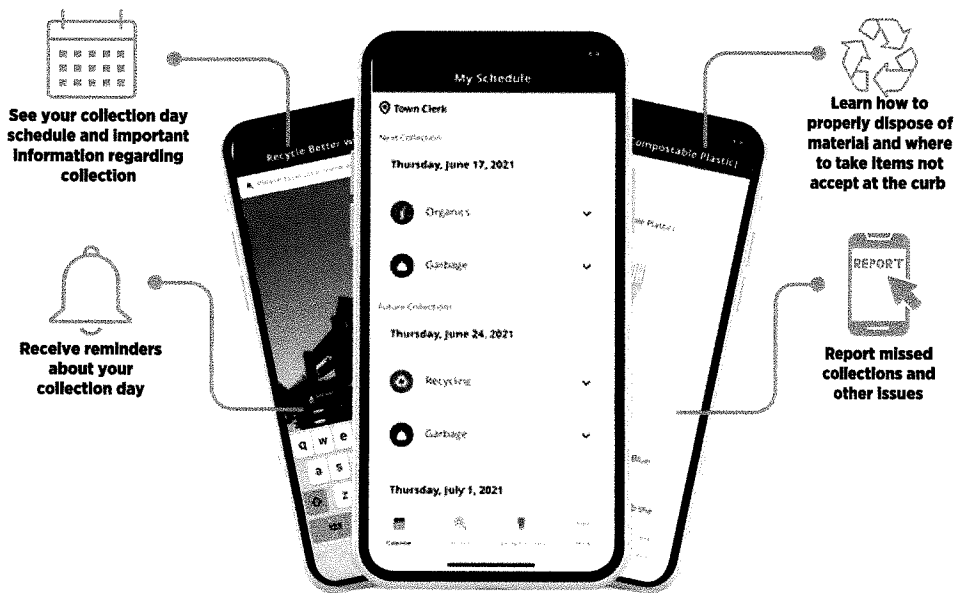
"I had a long night with my mom who is struggling with health issues and forgot to bring my bins down last night. When I heard the truck in the morning, I ran outside and was greeted by Calin who was already rolling them down for me. I was moved to tears by the effort Calin showed without second thought."

- 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**



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

-remainder of page intentionally left blank-

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>

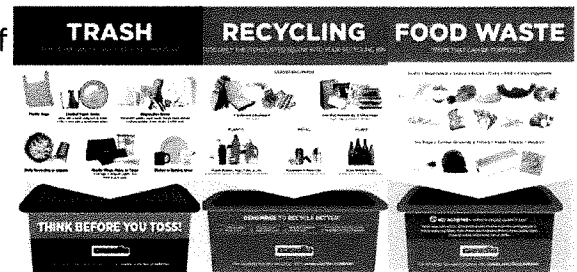
B of A Securities, Inc. Bank of America	J.P. Morgan Securities, LLC/ Chase
One Bryant Park, New York, NY 10036	12 Corporate Wood Blvd, Floor 4 Albany NY 12211
Victoria Yu Global Industries Group e. victoria.yu@bofa.com p. (646) 743-0718	Dean Burns Commercial Banking e. dean.j.burns@chase.com p. (518)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

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Engagement & Education

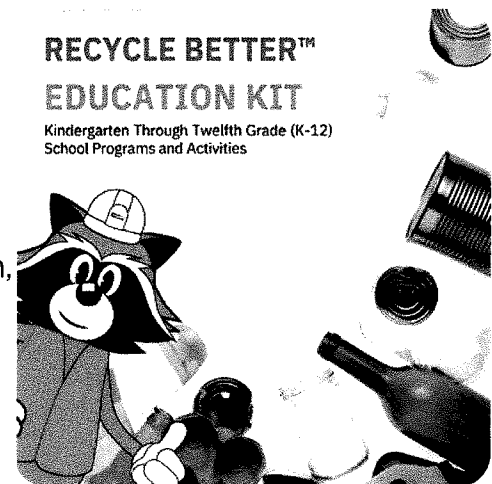
For many municipalities where hands-on training may not be available, through our in-house marketing and design staff, Casella has the ability and willingness to support in designing specialized outreach and educational material tailored towards specific needs. As applicable and in collaboration with 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.

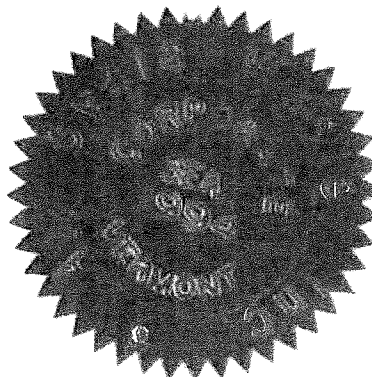
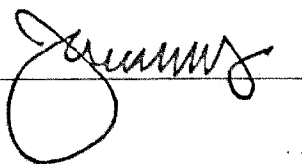
Address: 220 Avenue B
Williston, VT 05495

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 FAX (A/C, No): (802) 223-9649 E-MAIL ADDRESS: casella@nwjinsurance.com																					
INSURED All Cycle Waste, Inc. 220 Avenue B Williston VT 05495	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Westchester Fire Insurance Company</td><td>10030</td></tr><tr><td>INSURER B:</td><td>Old Republic Insurance Co.</td><td>24147</td></tr><tr><td>INSURER C:</td><td>The Cincinnati Casualty Company</td><td>28665</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Westchester Fire Insurance Company	10030	INSURER B:	Old Republic Insurance Co.	24147	INSURER C:	The Cincinnati Casualty Company	28665	INSURER D:			INSURER E:			INSURER F:		
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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.

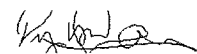
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCUI is Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	Y	G48824560 001	10/20/2025	04/30/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ CA 9948 Included	X	Y	MWTB 311995 25	01/01/2025	01/01/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	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	N/A Y	MWC 311994 25	01/01/2025	01/01/2026	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ 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						
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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**CANCELLATION**

City of Burlington 645 Pine Street Burlington, VT 05401	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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ACORD 25 (2014/01)

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INS025 (201401)

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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".

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 EMP

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 CONTR**

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(IES) INSURED, THE POLICY(IES) MUST HAVE ADDITIONAL INSURED PROVISIONS. 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: 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:

COVERAGES

CERTIFICATE NUMBER: 574869642

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THE COVERAGE, 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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					
	☐ CLAIMS-MADE ☐ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
	☐ HIRED AUTOS ONLY					
A	☒ UMBRELLA LIAB					
	☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE	US00075159LI25A	4/30/2025	4/30/2026	
	DED ☒ RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
B	☒ Contractors Professional Liab		D1E7A8250901			
B	☒ Pollution Liability		D1E7A4250901			
	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 poli.					
	Umbrella follows form per endorsement CUU 050-0805 for all applicable parties.					
	Umbrella policy follows form.					
	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					
	Umbrella does not cover over pollution policy. Pollution limits do r					
	E&O Limit/Aggregate \$10,000					
	Pollution Each Claim \$20,000					
	Pollution Aggregate \$20,000					

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 IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. L. D. V.



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.

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 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."

"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."

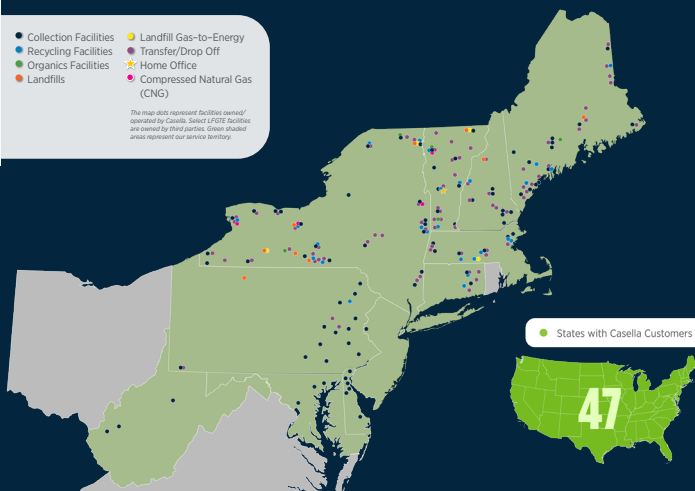


Mike Sulham
DRIVER

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.



• States with Casella Customers



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



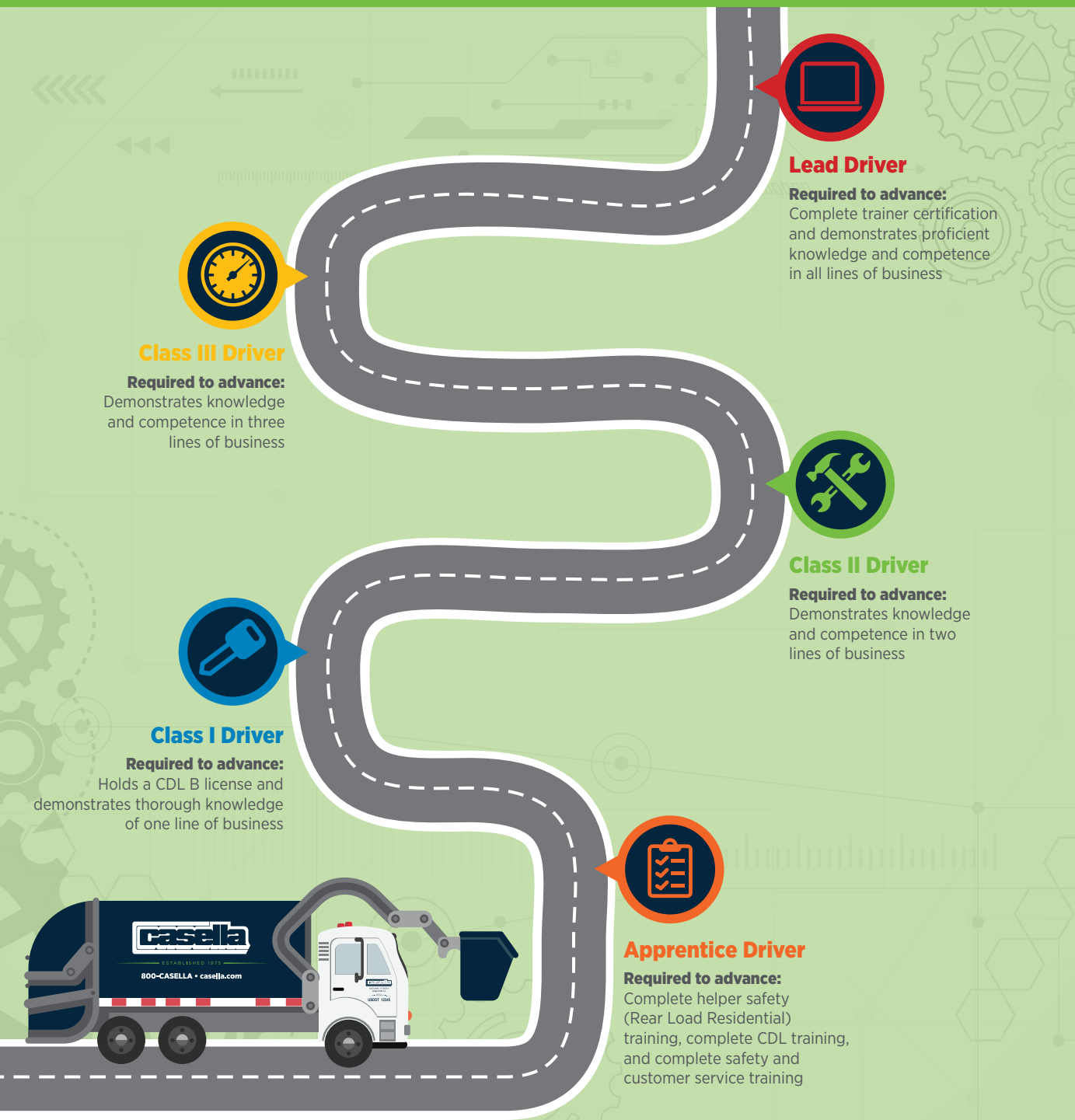
Message frequency will vary. Message and data rates may apply.

Learn more at casella.com/careers

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

DRIVER CAREER PATH PROGRESSION

DRIVER CAREER PATH LEVELS



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



Master Technician

Required to advance:

Proficient knowledge of electrical systems, proficient knowledge of diesel engine, transmission, and suspension systems, web-based training, and proficient knowledge of four lines and makes of equipment



Technician B

Required to advance:

Basic knowledge of electrical systems, brake, transmission, engine, suspension training, and proficient knowledge of Mack's equipment



Lead Technician

Required to advance:

Demonstrated ability to lead and manage people and tasks, thorough knowledge of electrical, diagnostic, and multiplex systems, web-based training, and proficient knowledge of all lines and makes of equipment



Technician A

Required to advance:

Mid-level knowledge of technical and measuring tools, ABS/EPS stability systems training, catalyst/non-catalyst/exhaust treatment (EATS) training, and proficient knowledge of Mack and two other makes of equipment



Apprentice Technician

Required to advance:

State inspection certification, previous maintenance training, and lubricant/coolant/anti-freeze training



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, March 2026

TIME	TASK
4 months	Project Development • Build scope, timeline, budget • Secure Council support for study • Secure funding • Establish Consolidated Collection Committee (CCC) ○ CCC approves the project scope
4 months	Procure Consultant • Issue RFQ • Establish review committee w/ Council, AFSCME, DPW Commission, community reps • Have review committee select consultant
3 months	Kick-Off and Data Collection • Consultant and staff compile background information • Solicit initial ideas from public
3 months	Operational Policy Discussion • Consultant-led review of operational options ○ 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 • 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 • 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 • Public vote may be needed if seeking to establish enterprise fund
2-3 years	Implementation



ADMINISTRATIVE OFFICE

19 Gregory Drive, Suite 204
South Burlington, VT 05403

EMAIL info@cswd.net

TEL (802) 872-8100

www.cswd.net

City of Burlington
149 Church Street
Burlington, VT 05401

March 3, 2026

Dear Honorable City Councilors,

My name is Sarah Reeves, and I am the Executive Director of the Chittenden Solid Waste District. Thank you for the opportunity to provide comments on the City of Burlington's recycling and consolidated collections discussions.

Chittenden Solid Waste District (CSWD) has long supported consolidated collection systems as an efficient and cost-effective manner to collect trash, recycling, and food scraps. CSWD engaged the wider community in conversations over fifteen years ago, and again in 2021 with the cities of Burlington and South Burlington. The District remains convinced that consolidated collection, which is the standard for most urban and suburban communities in the U.S., should be implemented more robustly in Vermont. There are numerous advantages to the system particularly in densely populated areas. Reduction of the number of heavy trucks on city streets means less wear and tear on the roads, fewer greenhouse gas emissions from diesel vehicles, help make neighborhoods safer by reducing the potential for vehicular accidents on narrow city streets, and lower neighborhood noise impacts.

When CSWD explored regional consolidated collection, the initiative did not advance in part due to policy issues that were deemed complex at the time. Advancing consolidated collection at the municipal level allows each community to address their specific needs while recognizing the overall benefits of consolidation.

For a local municipal effort to succeed, public engagement throughout the planning process is essential. CSWD fully supports the recommendation of DPW Director Spencer to the Board of Finance to contract out the city's recycling operations, which would provide the city with greater bandwidth to continue the conversations within the community.

CSWD is happy to support these efforts and would welcome the opportunity to serve on a committee if that would be helpful. We may also have insights into grant funding opportunities that the city could access and will gladly share those resources. Thank you again, and please let me know how we can help.

Sincerely,

A handwritten signature in blue ink that reads 'Sarah Reeves'.

Sarah Reeves, Executive Director

CITY COUNCIL ACCOUNTABILITY LIST

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

Prepared by: Lori Olberg, Council and Licensing Coordinator

3/9/2026

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
2	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
3	9/23/2024	Resolution: The Establishment Of A Downtown Public Safety HUB	the Public Safety Committee shall engage the community on its vision for a public safety hub, and this engagement shall include consultation with interested community partners, including, but not limited to, Neighborhood Planning Assemblies, the DPW Commission, Board of Health, Director of Business and Workforce Development and Church Street Marketplace Commission, Burlington Police Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community	the Public Safety Committee shall report back on the needs and input from the community to the City Council on or by January 21, 2025, including any specific options or recommendations for a public safety hub (e.g.) new or existing freestanding structures, existing storefront space, a mobile public safety hub, etc.); and BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, it is the stated intent of the full City Council to act on specific options or recommendations from the Public Safety Committee on or by March 10, 2025
4	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	on or before March 24, 2025; by March 10, 2025 UPDATE: The note with the action should state that the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date.
5	7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to to the Parks, Arts and Culture Committee	not-specified
6	8/25/2025	Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Acknowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students	it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being	end of this calendar year
7	9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
8	9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified
9	10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified
10	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee) Resolution: March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to Pledge Credit of the City (Referral to Charter Change Committee)	referred to the Charter Change Committee	12/1/2025
11	10/21/2025	Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02	referred to the Charter Change Committee	12/1/2025
12	1/26/2026	Communication: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA	referred to the Ordinance Committee	not-specified
13	2/17/2026		referred to the REIB Committee	not-specified



BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401

Phone: (802) 864-4554 Fax: (802) 865-5387

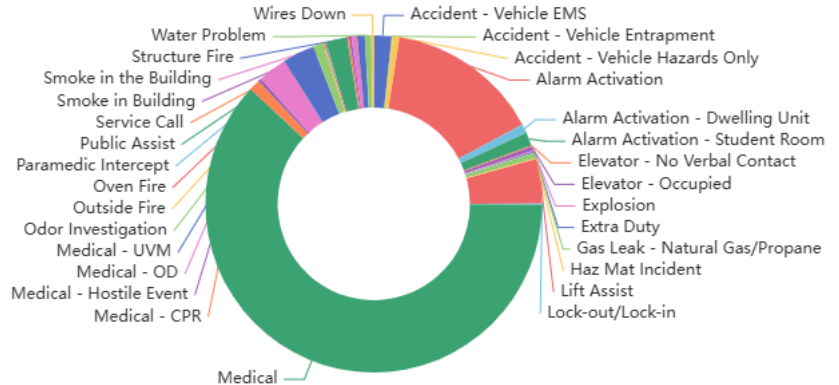
Chief's Report to the Fire Commission: January Data Points February 10, 2026

Call Volume & Activity Summary:

Total Incidents for the month of January: **941**

Total Incidents: (As 2/1/26 of) **941**

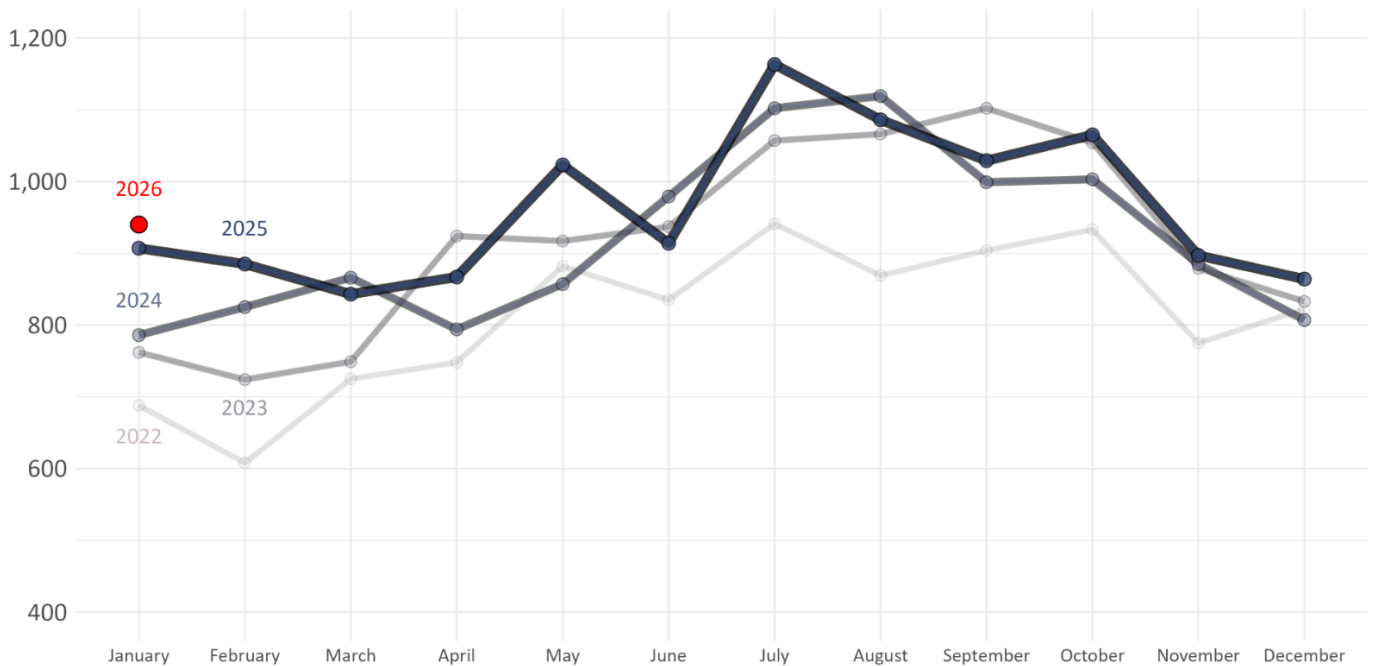
- Fire Incidents: 175
- EMS: 650
- Hazmat: 5
- Technical Rescue: 6
- Significant Incidents:
 1. 1/16 Shelburne Mutual Aid
 2. 1/22 2nd Alarm (Fatal) 87 Peru St.
 3. 1/25 Winooski Mutual Aid



During the same period in 2025 we responded to **908** incidents, a **3.6%** increase from last year.

Fire Department Monthly Response Totals, 2022 - 2026

Source: First Due



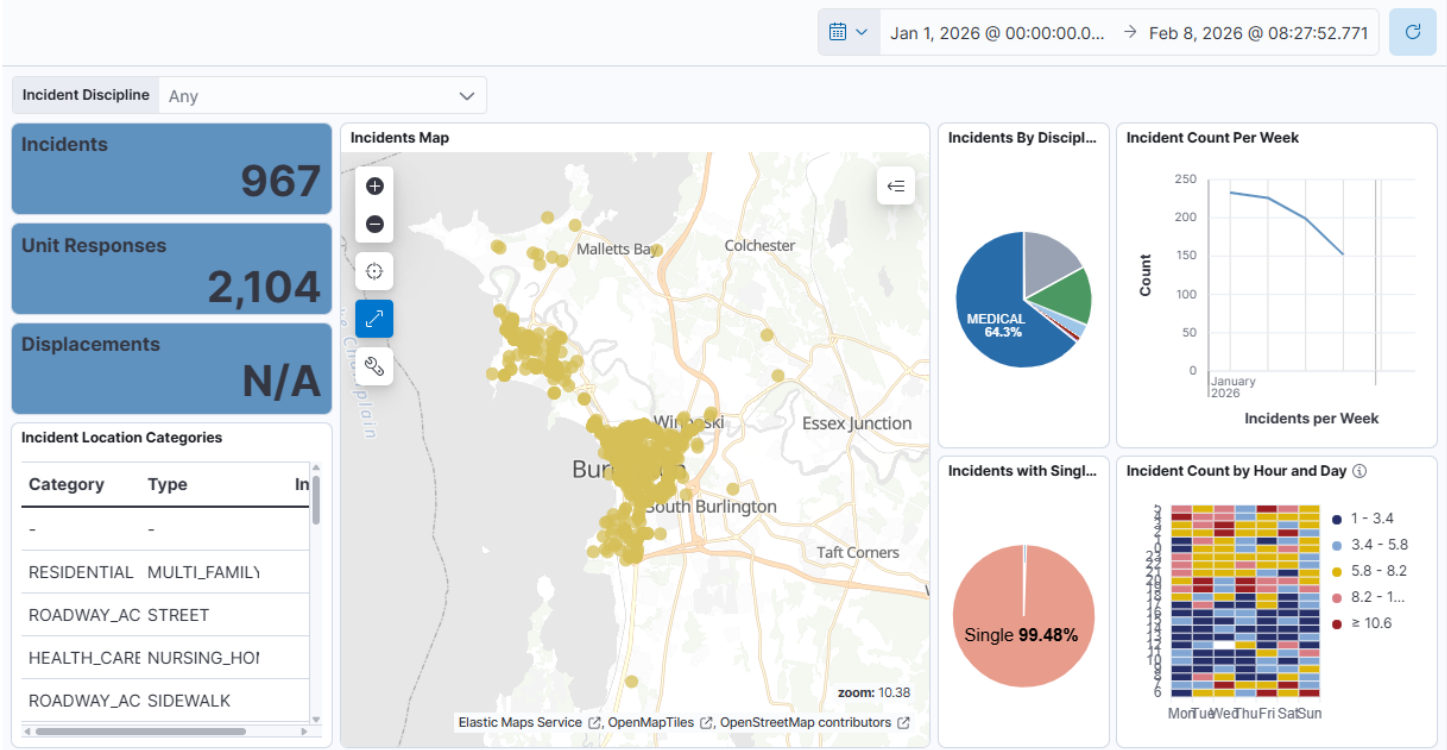
Data through 1/31/2026



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Department Insights





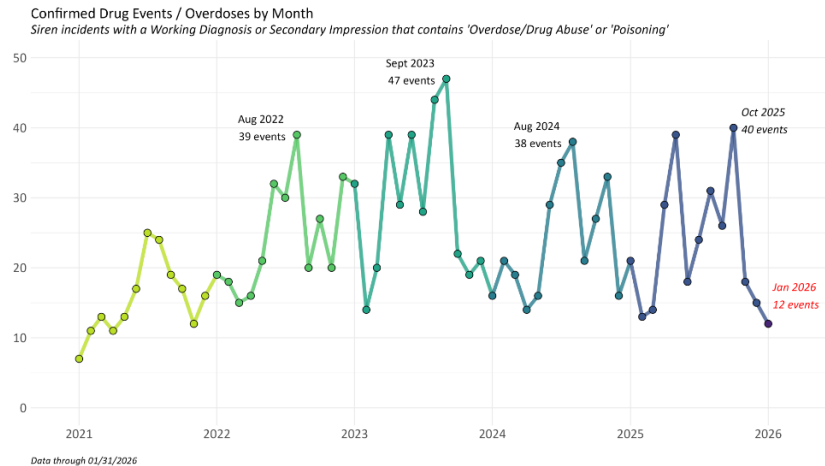
BURLINGTON FIRE DEPARTMENT

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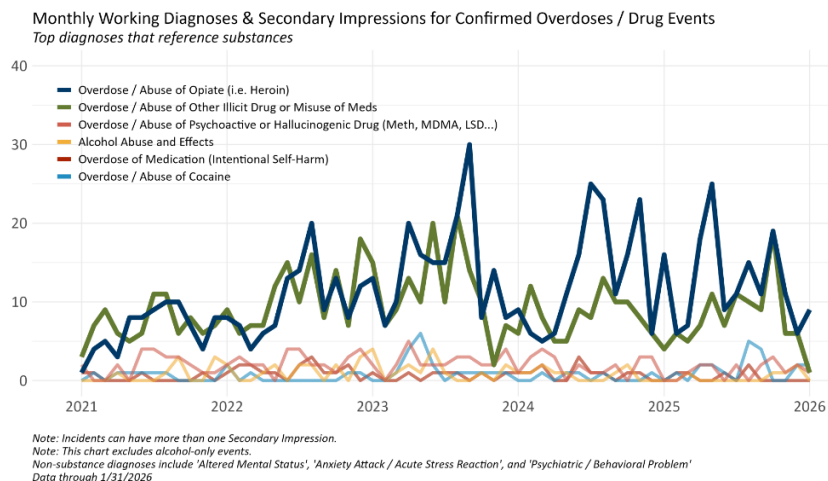
Phone: (802) 864-4554 Fax: (802) 865-5387

EMS Data:

The following charts presents monthly data on EMS-confirmed overdose and drug-related incidents in our community from 2021 through January 31, 2026. It categorizes the top types of substances involved, based on working diagnoses and secondary impressions gathered in the field.



This chart shows confirmed drug and overdose incidents by month from 2021 through January 2026. Overall, incidents increased from 2021, with notable peaks in August 2022, September 2023, August 2024, and October 2025, reflecting periods of heightened overdose activity. After elevated and variable counts throughout 2025, January 2026 shows a sharp decline to 12 incidents, one of the lowest monthly totals in several years. While this decrease is significant, it represents a single month of data and should be interpreted cautiously until additional months confirm whether the reduction is sustained.

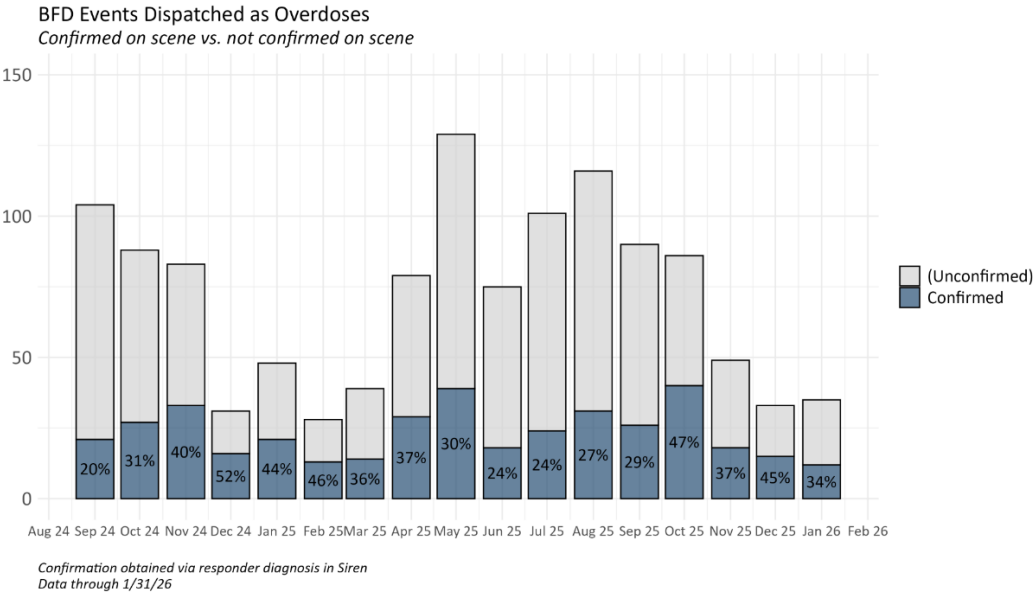


This chart shows monthly confirmed overdose and drug-related incidents from 2021 through January 2026 and highlights that opioid-related overdoses are consistently the most common and volatile driver of events, with sharp spikes—especially in late 2023, 2024, and mid-2025—followed by cases involving other illicit drugs or misuse of medications, which often rise and fall in parallel and likely reflect polysubstance use; all other categories (meth/psychoactive, cocaine, alcohol co-use, and intentional medication overdose) remain relatively low and stable by comparison, indicating that while multiple substances may be involved in individual incidents, the overall overdose burden and operational impact are overwhelmingly driven by opioids and complex drug combinations rather than single-substance events.



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This chart shows the number of BFD calls that were dispatched as overdoses each month, compared to how many were actually confirmed as overdoses once crews arrived on scene. While the total number of overdose-dispatched calls rises and falls over time, only a portion of those calls are ultimately confirmed by responders. In most months, confirmed overdoses make up roughly 20–40% of the total, with some variation

CRT Data for January 2025:

Staffed 5 days for the month of January

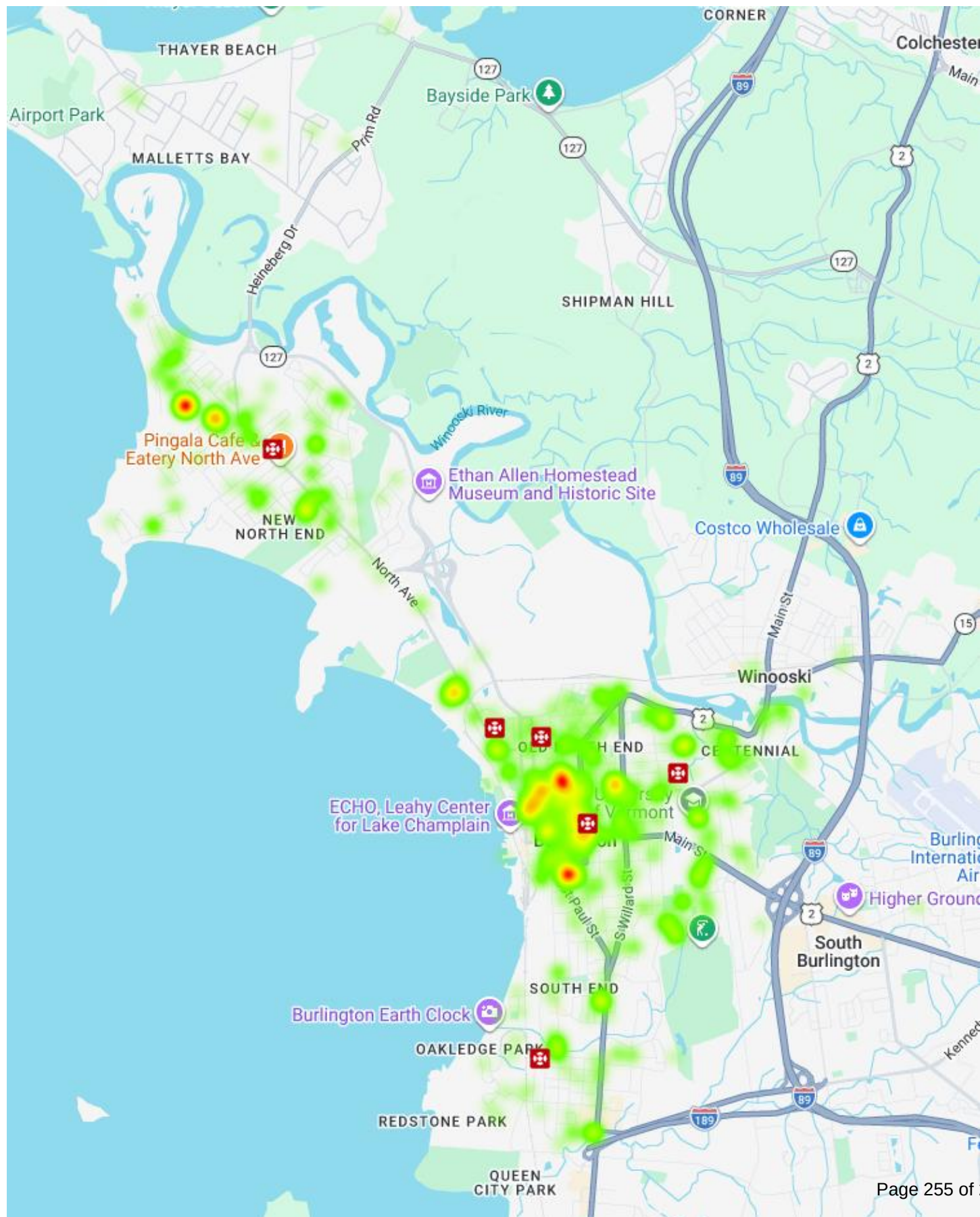
Total Contacts	Narcan Kits	Wound Care Kits	Comfort Care Kit	Referrals
5	0	0	0	1





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Personnel & Staffing

Total Department Staff: Uniformed Members 90 / Authorized 95 (4 recruits came to the floor 1/26)

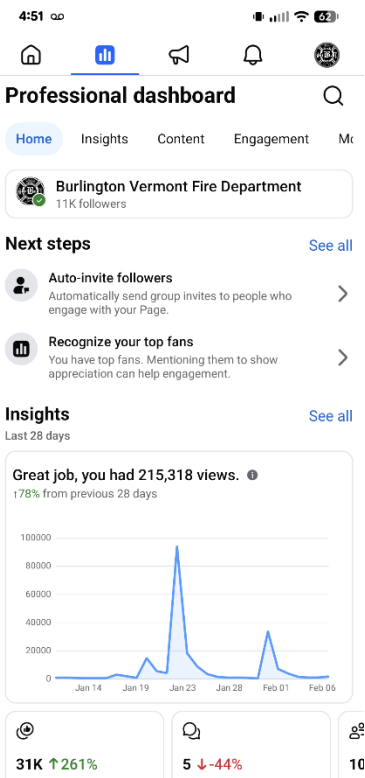
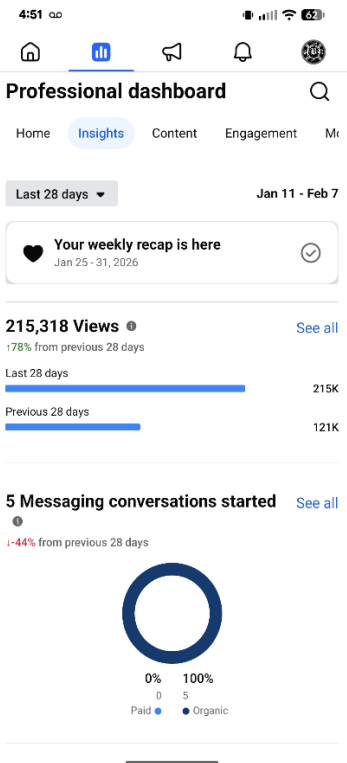
- Minimum Daily Staffing: 22
- Vacancies: 5
- Injuries/LOA/FMLA: 5.5
- Staff Training Hours: 1597
- Company Level Inspections: 5
- Preplans Completed: 84

Overtime Type	2025 Hours	2026 Hours	% + -
Minimum Staffing	871.5	1609.75	+84.7%
Mandatory	45	211.25	+369%
CRT	358	140	-60%
Emergency	0	22	+220%
Extra Duty Events	53.75	32	-40.4%

Community Engagement

- 1/13 Station 1 Tour
- 1/19 Station 1 Tour
- 1/22 Ride Along Engine 1 / Tower 1
- 1/28 Ride Along Ladder 2

Social Media:





BURLINGTON FIRE DEPARTMENT

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DIVISION UPDATES:

Training Division

- Recruit Class 25-02 is complete. Congratulations to now Probationary Firefighters Cootware, Buchanan, Piazza, and Ruffle. Thank you to Lead Instructor FF McCormick as well as all other members who assisted with the Academy.
- SFF Shaw completed Strategy and Tactics for Initial Company Operations.
- Worked with Safety Manager Tim Williams on annual safety training which will be completed in February.
- Worked with CPT Blake to create After Action Report Forms for the department to utilize after significant incidents or anytime there is an opportunity for lessons learned.
- Two members are scheduled to attend Ice Rescue Training being hosted by Grand Isle Fire Dept in February.

Operations Division:

- Attend EMS refresher classes for the month of January.
- Attend meeting on our communications upgrade and working with IT to accomplish our tasks.
- Attend budget meetings for FY27.
- Respond to building fire at 87 Peru Street.
- Participate in After Action Review of 87 Peru Street Fire.
- Participated in the SBFD Captains promotional process.
- Worked with City grant team along with Lt. Kirtlink (lead) on Firehouse Subs grant for Zodiac Boat. Grant Submitted and awaiting response.
- Met with Fire Marshal, BC of Training & BC of EMS for regular check ins and feedback.
- Attended meeting with UVMCC on their pursuit of a street medicine program in the future.
- Drone team met with VT Hazmat Chief Pat McLaughlin on Drone use, types and operational use.
- Attending FEMA on line "Out of Harms Way-Evacuation & Shelter In Place.
- Attend citywide meeting related to vacant buildings within the city and provide input to impact it puts on fire department.

FMO Division:

The FMO is working with Scott Duckworth to develop a list of businesses within the City to help with tax collection. There is currently no list of businesses in the City. Attended a monthly meeting with DPW about road construction projects and traffic calming. Attended a meeting with Bill Ward about vacant building tracking and how to encourage buildings owners to put their buildings to use. The new high school is close to being finished and The Post Apartment on South Winooski Ave. building is wrapping up.

EMS Division Update:

The EMS Division is nearing the completion of a very busy two-month period focused on department-wide EMS training. This effort included refresher training for EMTs, AEMTs, and paramedics and was specifically geared toward members seeking re-licensure during the current cycle. In total, approximately 60 members



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participated, including administrative personnel. These refreshers were designed to ensure continued clinical competency, protocol familiarity, and operational readiness across all levels of care.

In addition to training, the EMS Division, with the support of the Fire Chief, has been working to analyze EMS utilization data related to a subset of patients who account for a disproportionate share of EMS calls. This work represented a true collaboration between Captain Kyle Blake, City Data Analyst Jeff Nicholson, and Battalion Chief Marsha McCombie. The effort relied heavily on accurate and consistent documentation by field crews, without which this analysis would not have been possible.

Preliminary findings were presented to the City's Public Safety Committee on January 29th to inform further discussion and understanding of EMS system use. This information will also be presented to the Fire Commission at an upcoming meeting. Moving forward, the EMS Division will expand its analysis to include broader system-level data such as overall call volume trends, call types, transport versus non-transport rates, patient acuity, and operational impacts to support future planning and decision-making.

Looking ahead, the EMS Division will continue to collaborate with the Fire Training Division on upcoming joint training initiatives, including cold water rescue training. This training will integrate patient care simulations following water rescue, with providers continuing assessment and treatment during transition into the ambulance environment.

Administration Division:

The CAD upgrade on 1/29 went smoothly and had a better downtime turnaround.

- Station updates: Station 2: Working on the cracked sewage line.

Station 4: Door opener was replaced. All stations have had a significant increase in Natural Gas. Please be mindful and keep the heat on apparatus floor at a reasonable temperature. Most significant increases were at Stations 1 and 2, but seen across the board.

- SOG updates: Working on pre-employment screening and an observer policy.

- Moving forward with Annual Evaluation rollout with UKG.

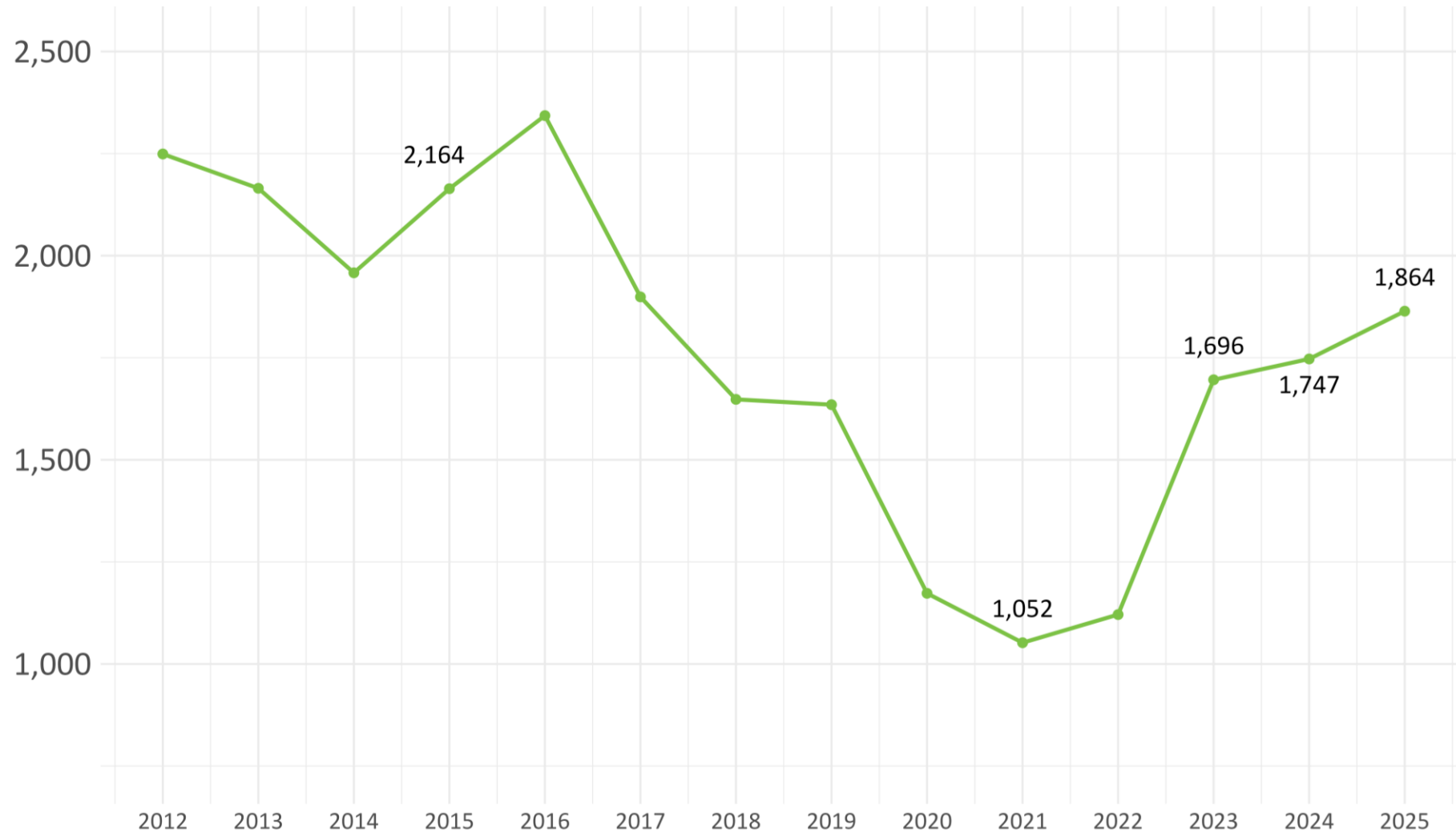
- 22 candidates are currently moving forward with interview process.

BPD Annual Report

ARRESTS BY RACE

FEBRUARY 24, 2026

Arrests, 2012 - 2025



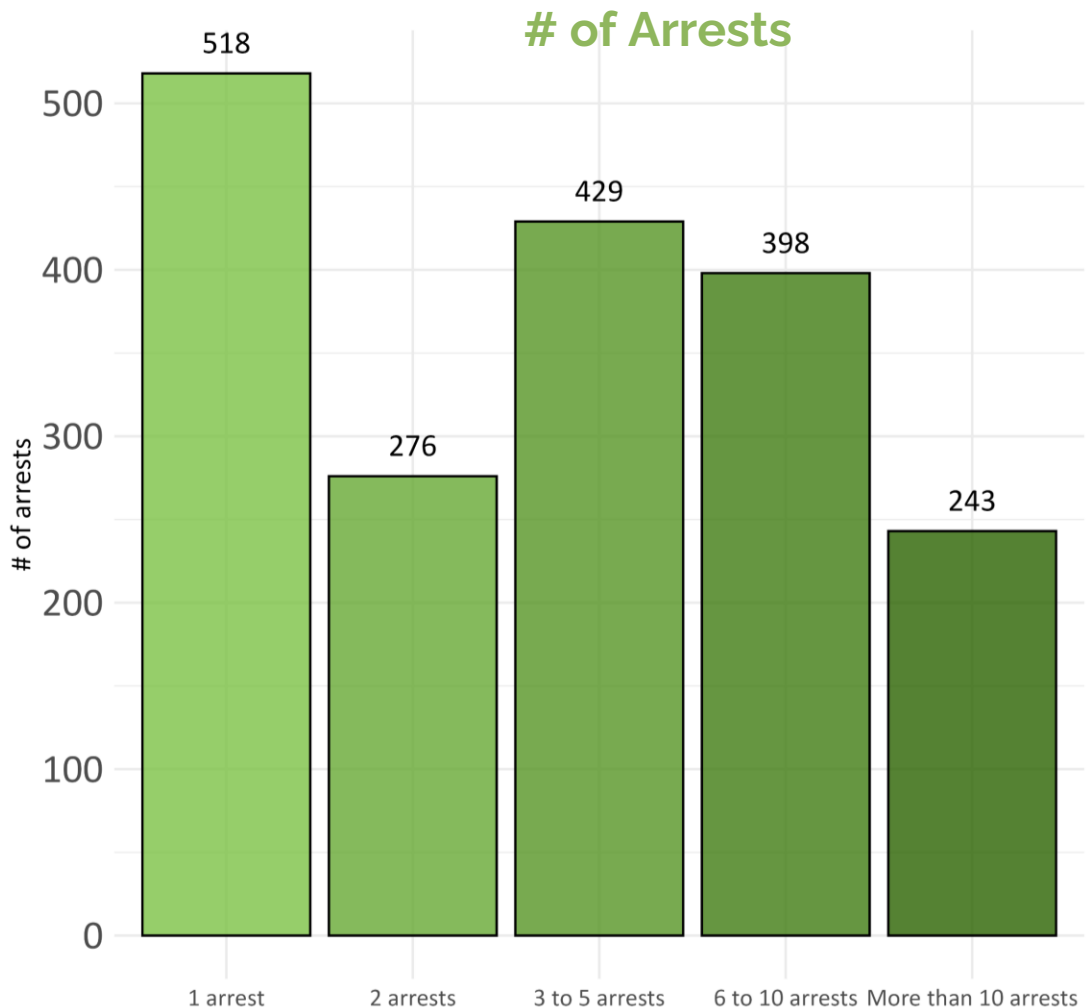
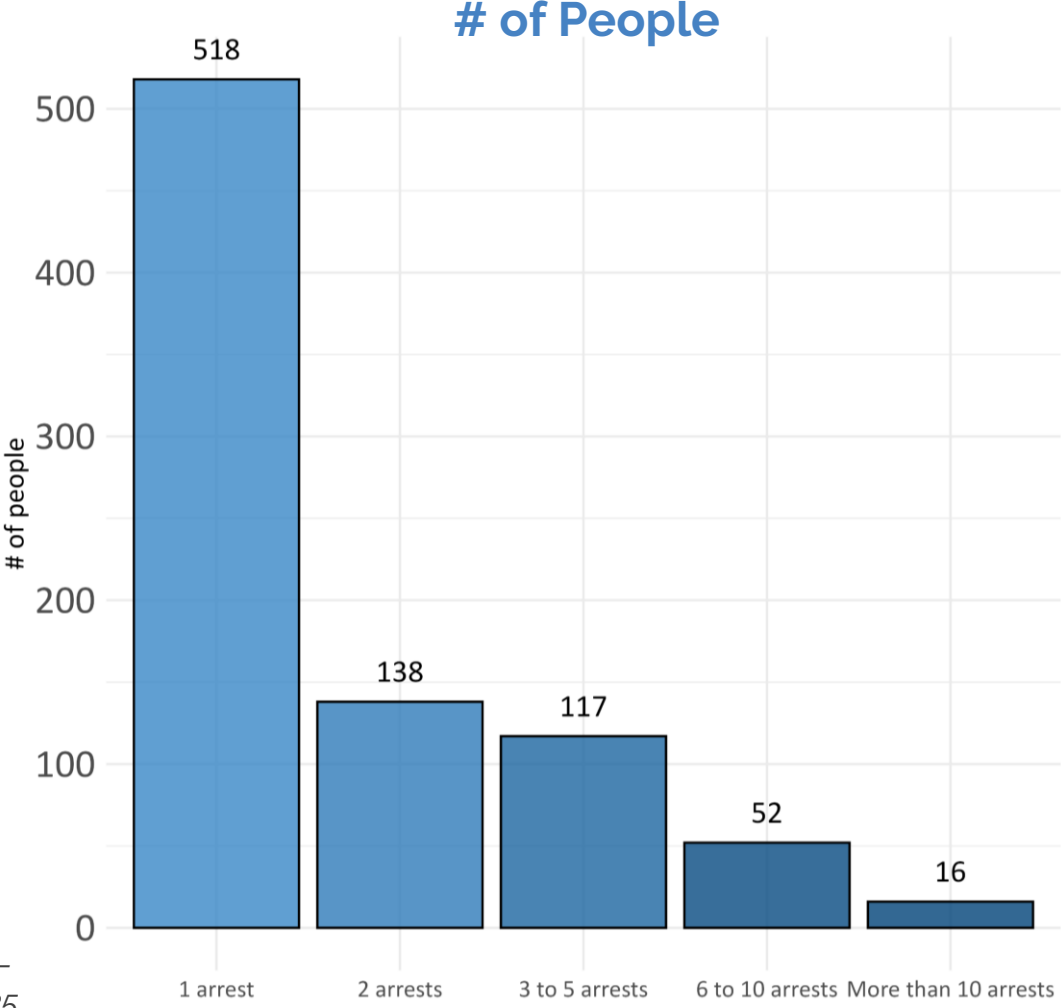
Data
1/1/2012 –
12/31/2025

Arrested People, 2025

# of 2025 Arrests	Person Count	Person Percentage	Arrest Count	Arrest Percentage
1 arrest	518	62%	518	28%
2 arrests	138	16%	276	15%
3 to 5 arrests	117	14%	429	23%
6 to 10 arrests	52	6%	398	21%
More than 10 arrests	16	2%	243	13%
	841	100%	1,864	100%

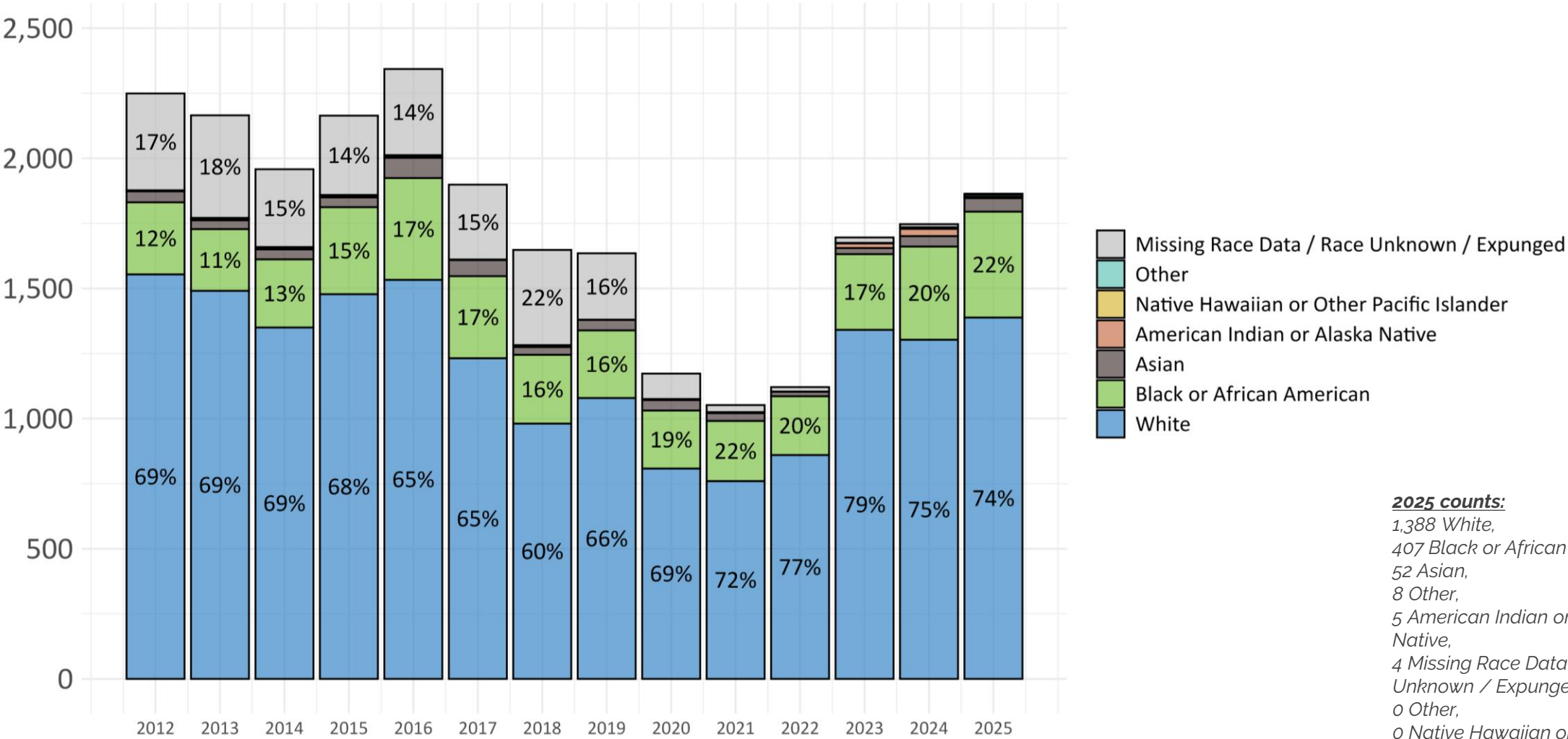
Data
1/1/2025 –
12/31/2025

Arrested People, 2025



Data
1/1/2025 –
12/31/2025

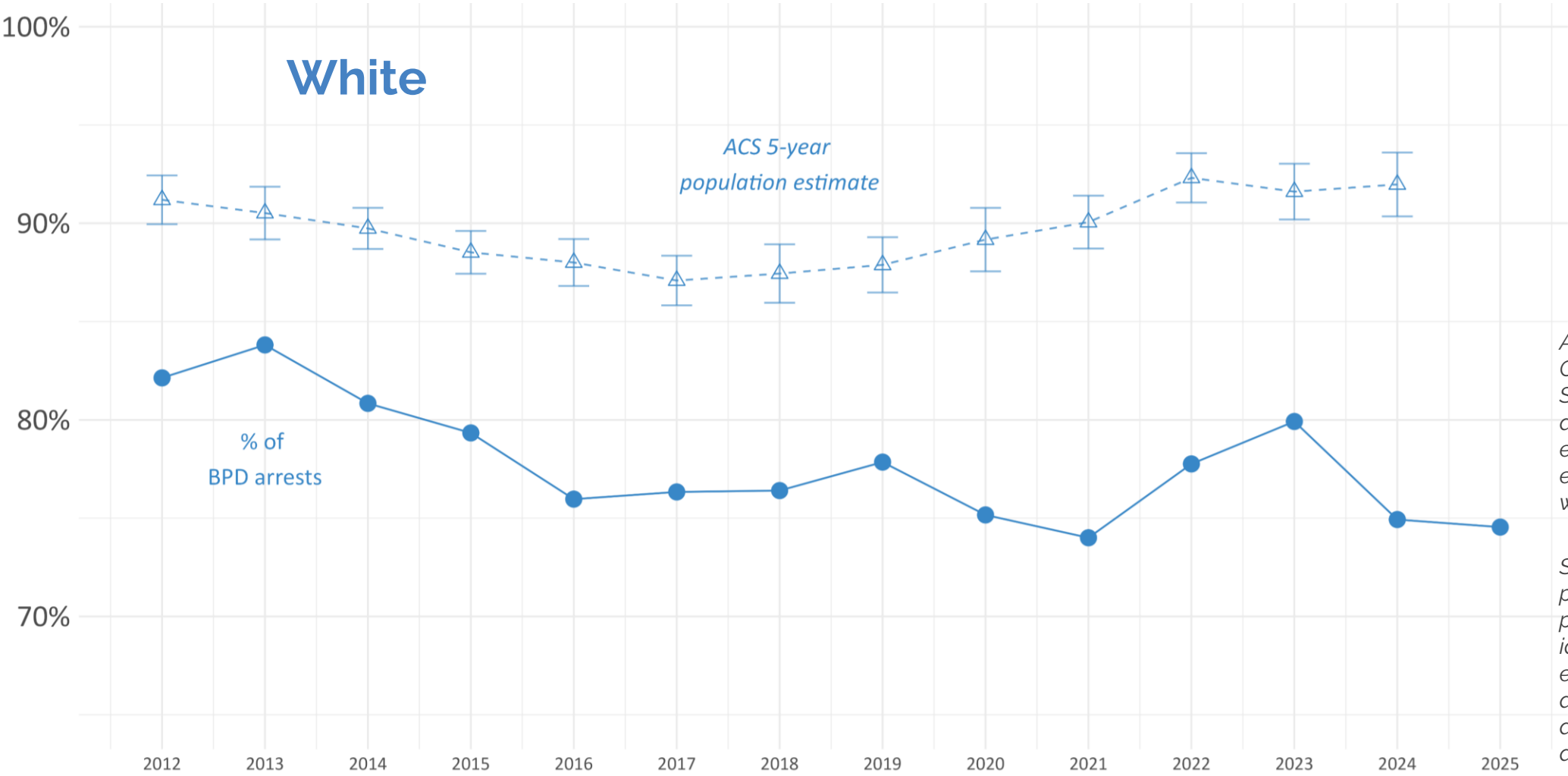
Arrests by Race, 2012 - 2025



Data
1/1/2012 –
12/31/2025

2025 counts:
1,388 White,
407 Black or African American,
52 Asian,
8 Other,
5 American Indian or Alaska Native,
4 Missing Race Data / Race Unknown / Expunged,
0 Other,
0 Native Hawaiian or Other Pacific Islander

Arrests by Race, 2012 - 2025



Expunged and missing race data removed for arrest percentages.

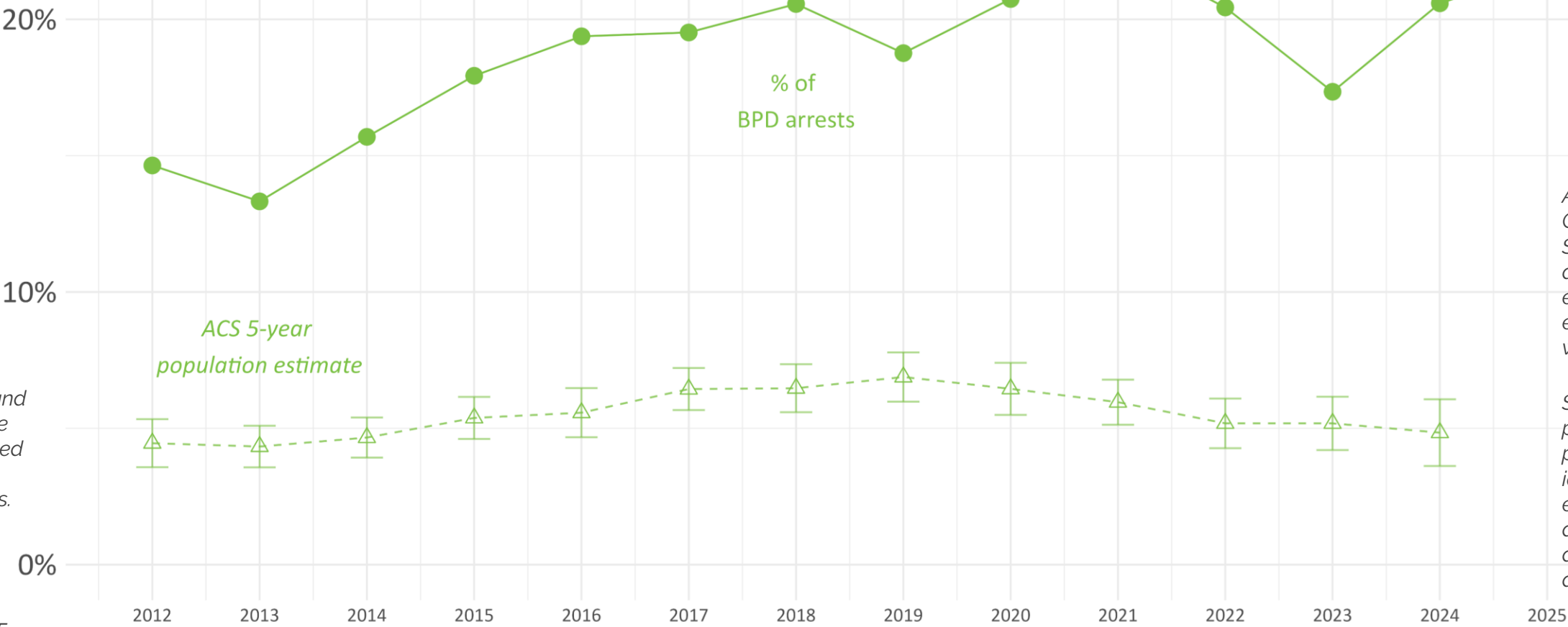
Data
1/1/2012 –
12/31/2025

American Community Survey (ACS) is a five-year estimate, so error bars were added.

Showing ACS percentage of people who identify as either White alone or White and maybe another race.

Arrests by Race, 2012 - 2025

Black or African American



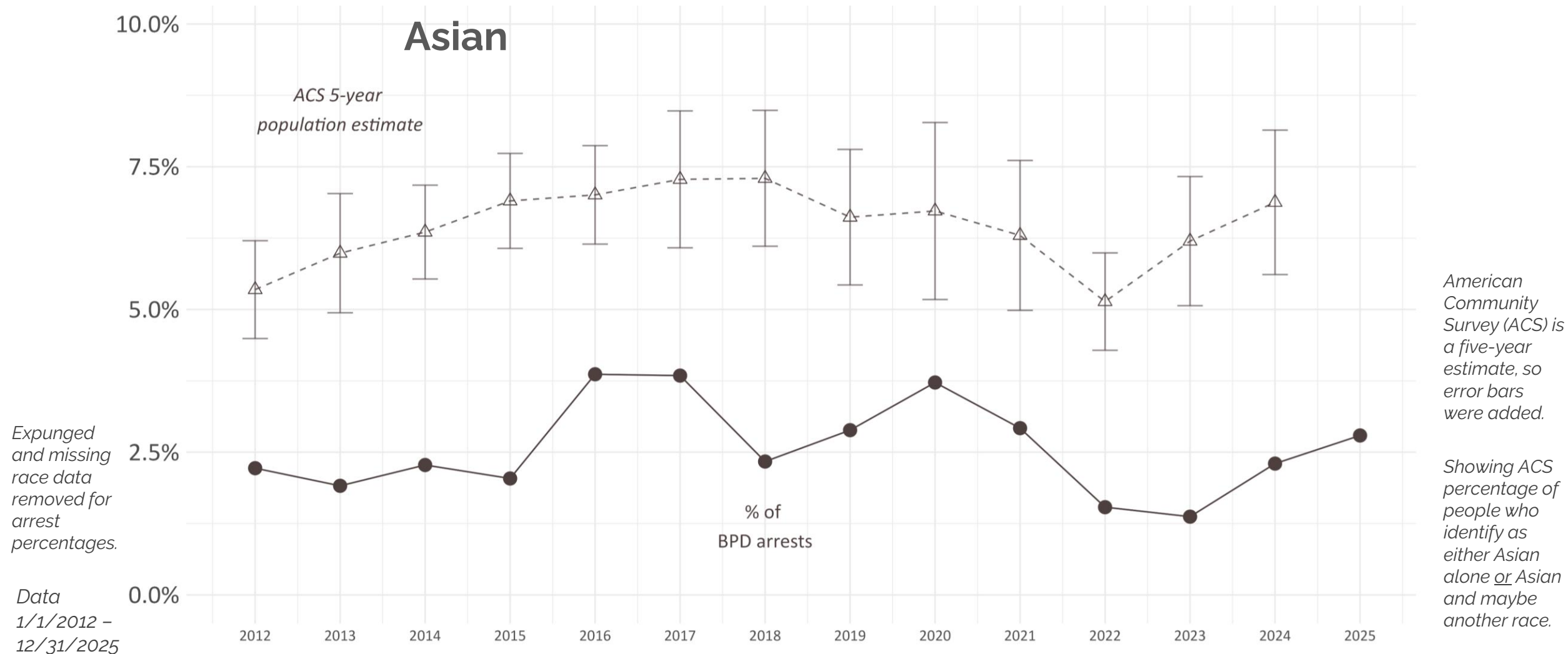
American Community Survey (ACS) is a five-year estimate, so error bars were added.

Showing ACS percentage of people who identify as either Black alone or Black and maybe another race.

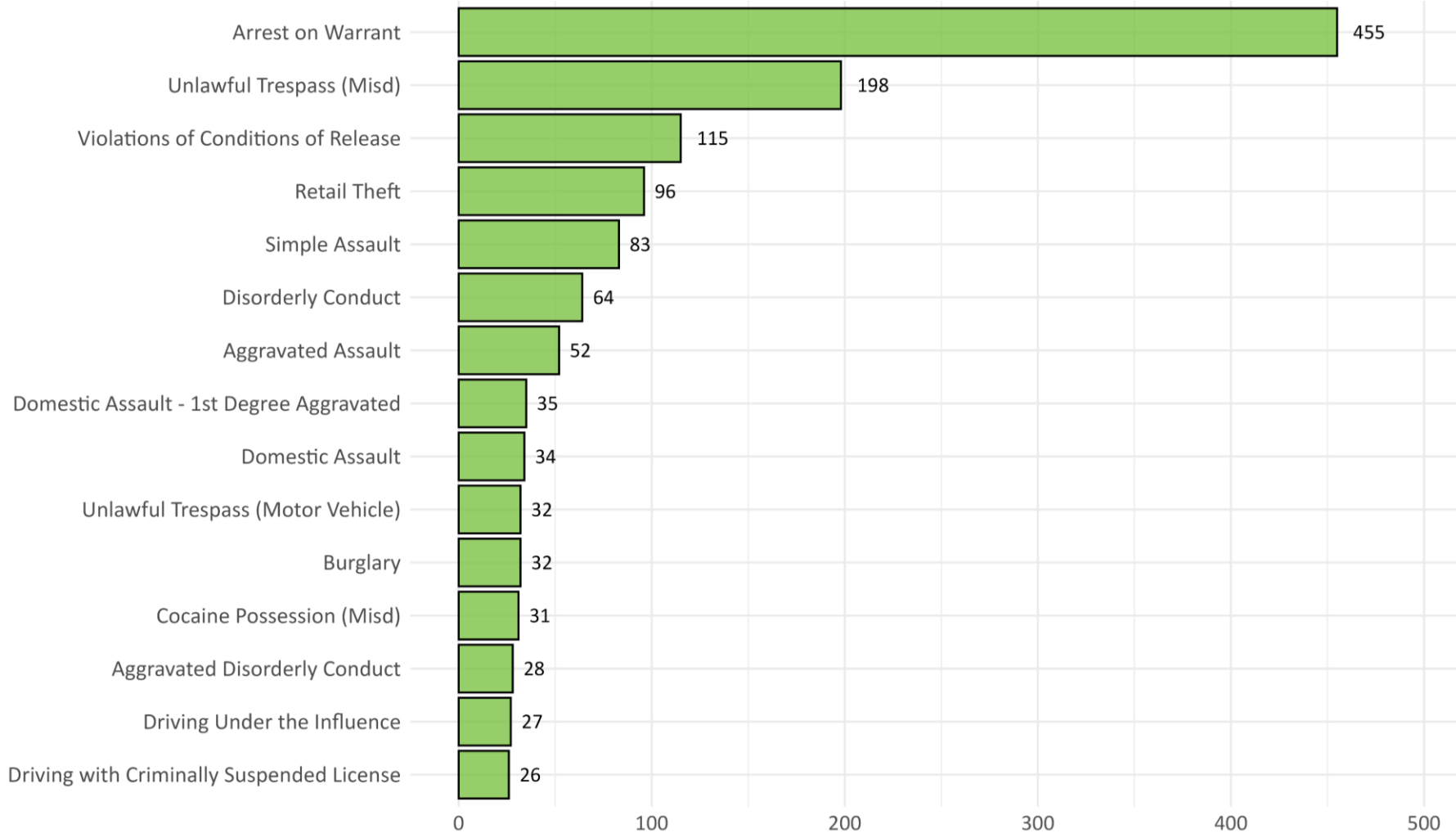
Expunged and missing race data removed for arrest percentages.

Data 1/1/2012 - 12/31/2025

Arrests by Race, 2012 - 2025



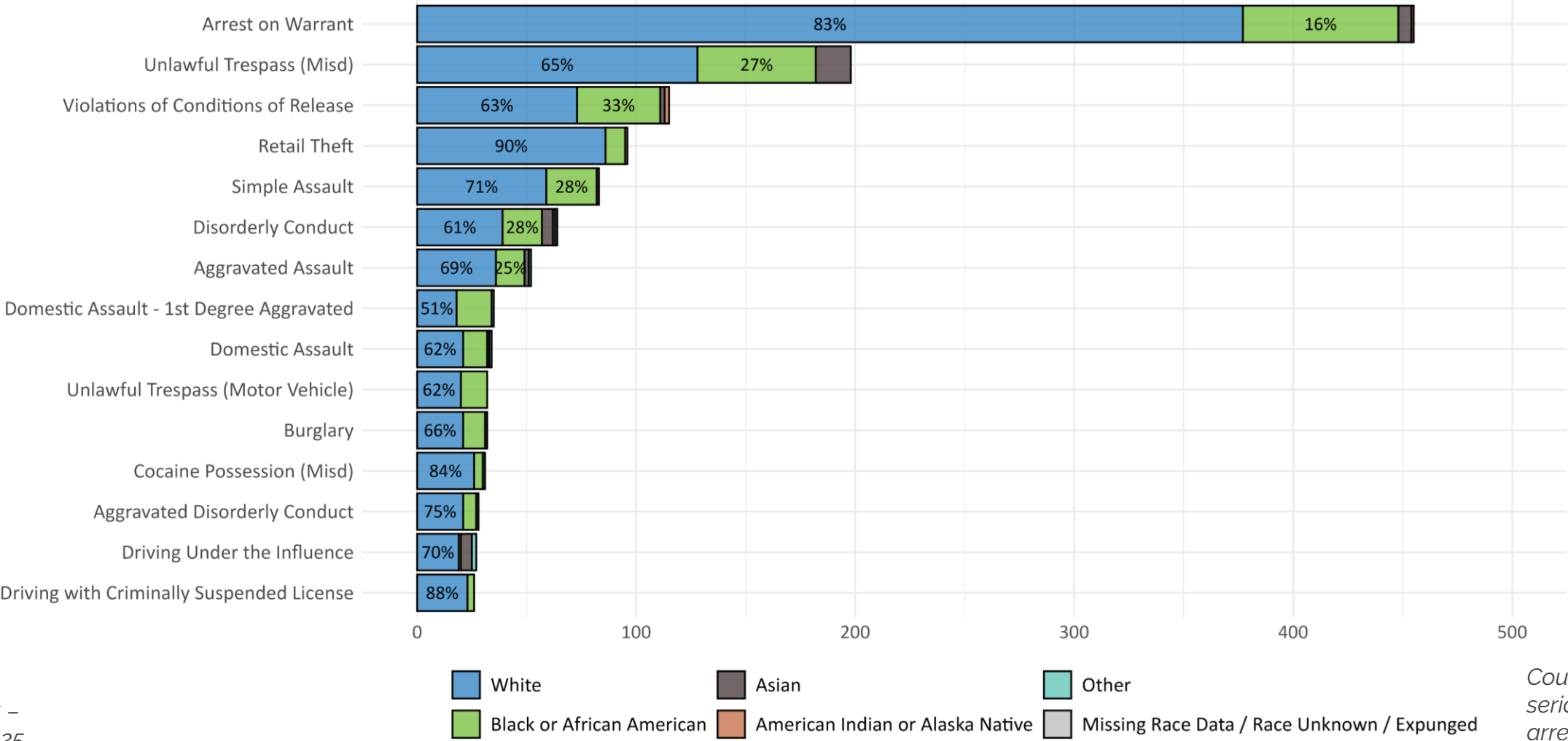
Top Arrest Charges, 2025



Counting most serious charge per arrest.

Data
1/1/2025 –
12/31/2025

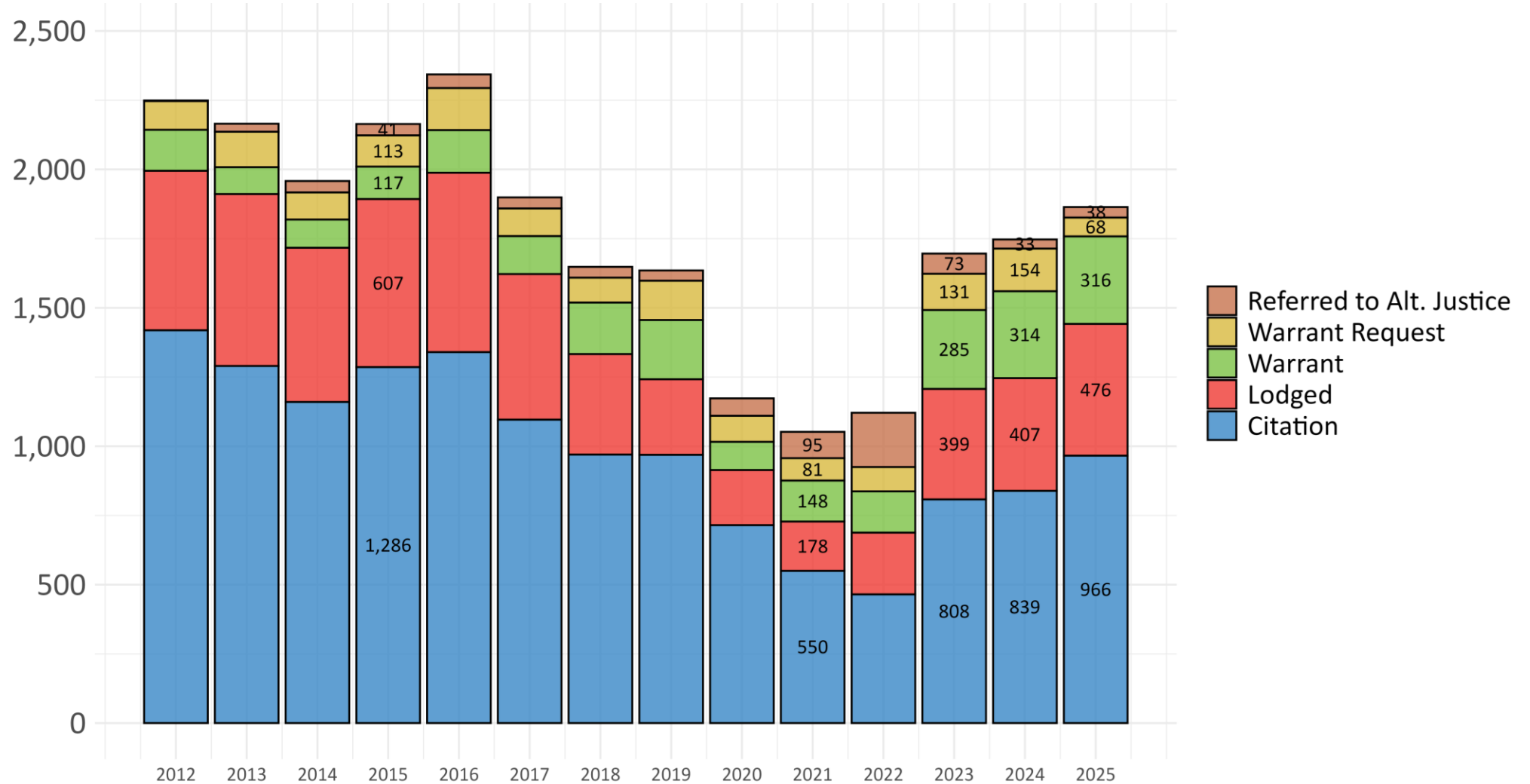
Top Arrest Charges, 2025



Data
1/1/2025 –
12/31/2025

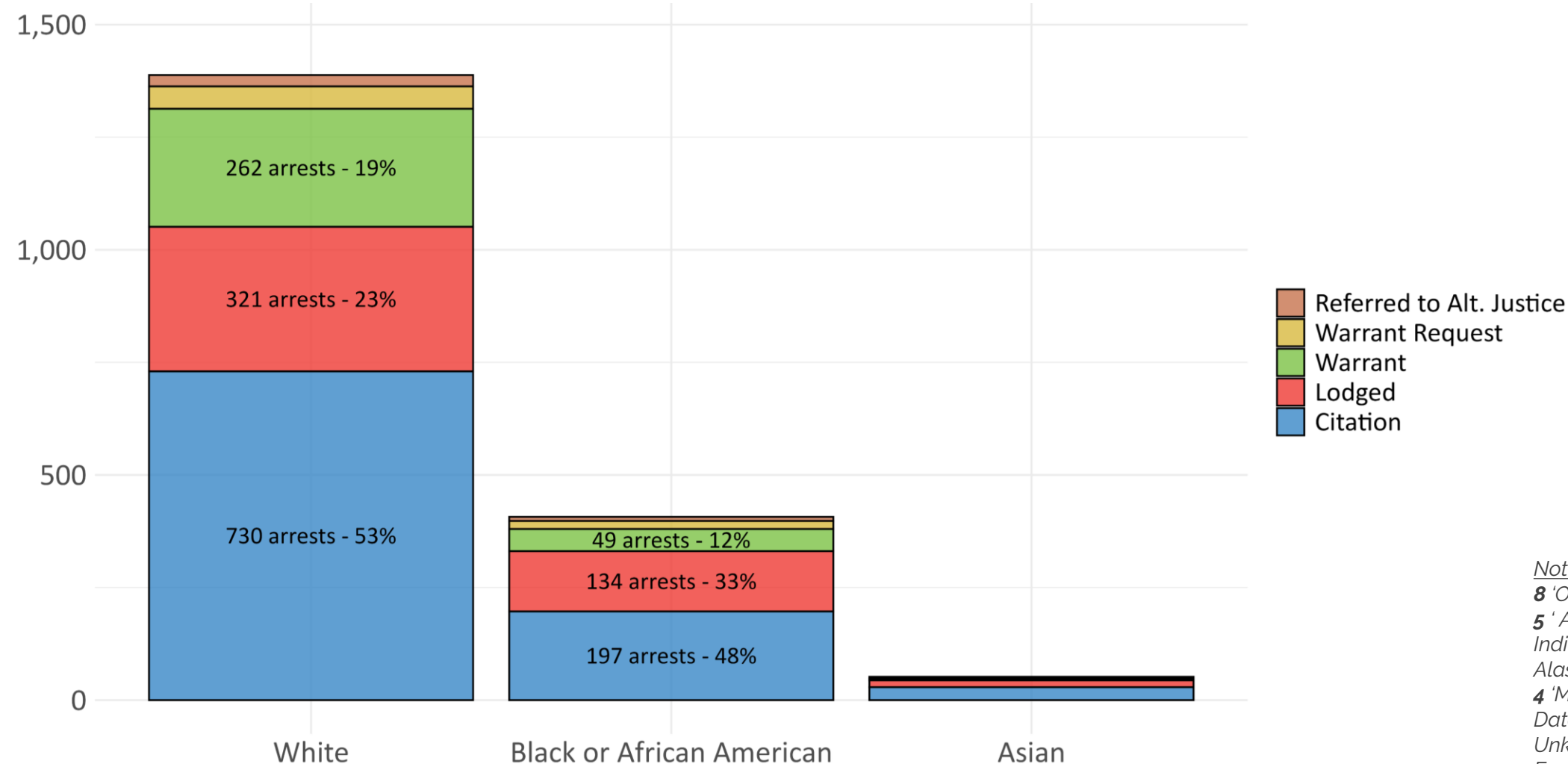
Counting most
serious charge per
arrest.

Arrests by Type



Data
1/1/2012 –
12/31/2025

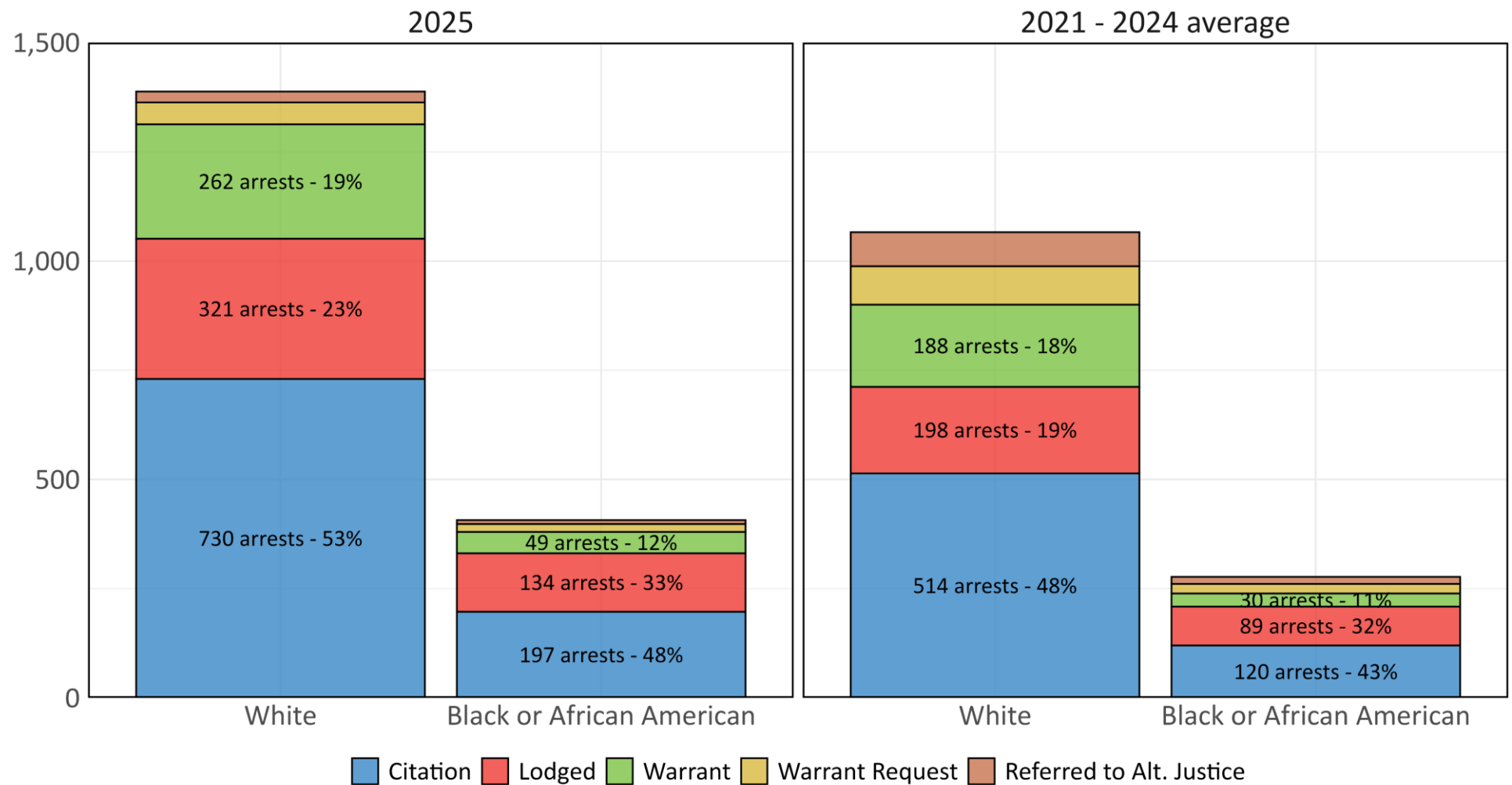
Arrests by Type, 2025



Data
1/1/2012 –
12/31/2025

Not shown:
8 'Other',
5 'American
Indian or
Alaska Native',
4 'Missing Race
Data / Race
Unknown /
Expunged

Arrests by Type, 2025 & 2021 – 2024 average



Data
1/1/2012 –
12/31/2025

Warrant
Request values:

2025
White: 50 – 4%
Black: 18 – 4%

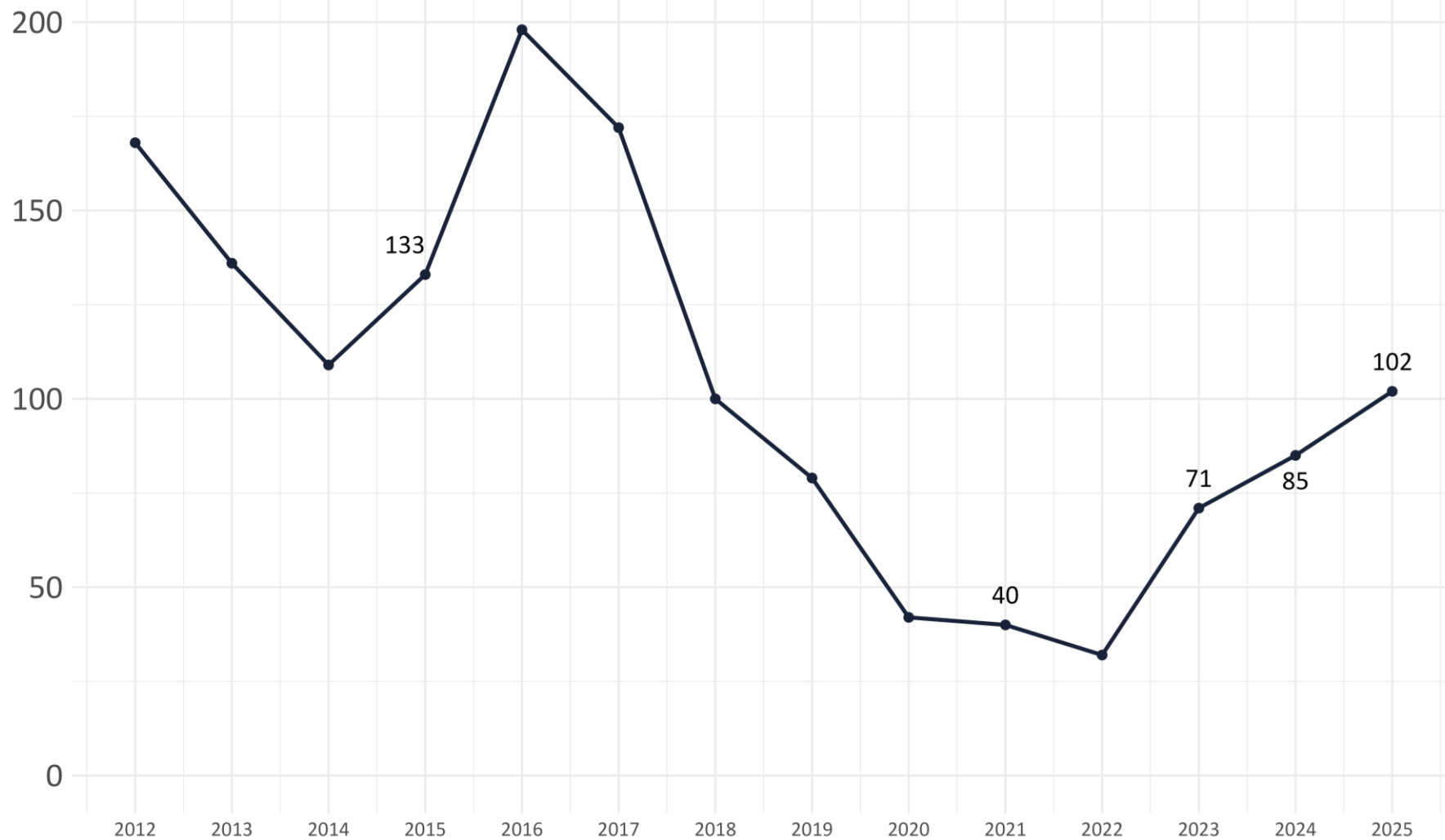
2021 – 2024
White: 88 – 8%
Black: 22 – 8%

Referred to Alt.
Justice values:

2025
White: 25 – 2%
Black: 9 – 2%

2021 – 2024
White: 78 – 7%
Black: 16 – 6%

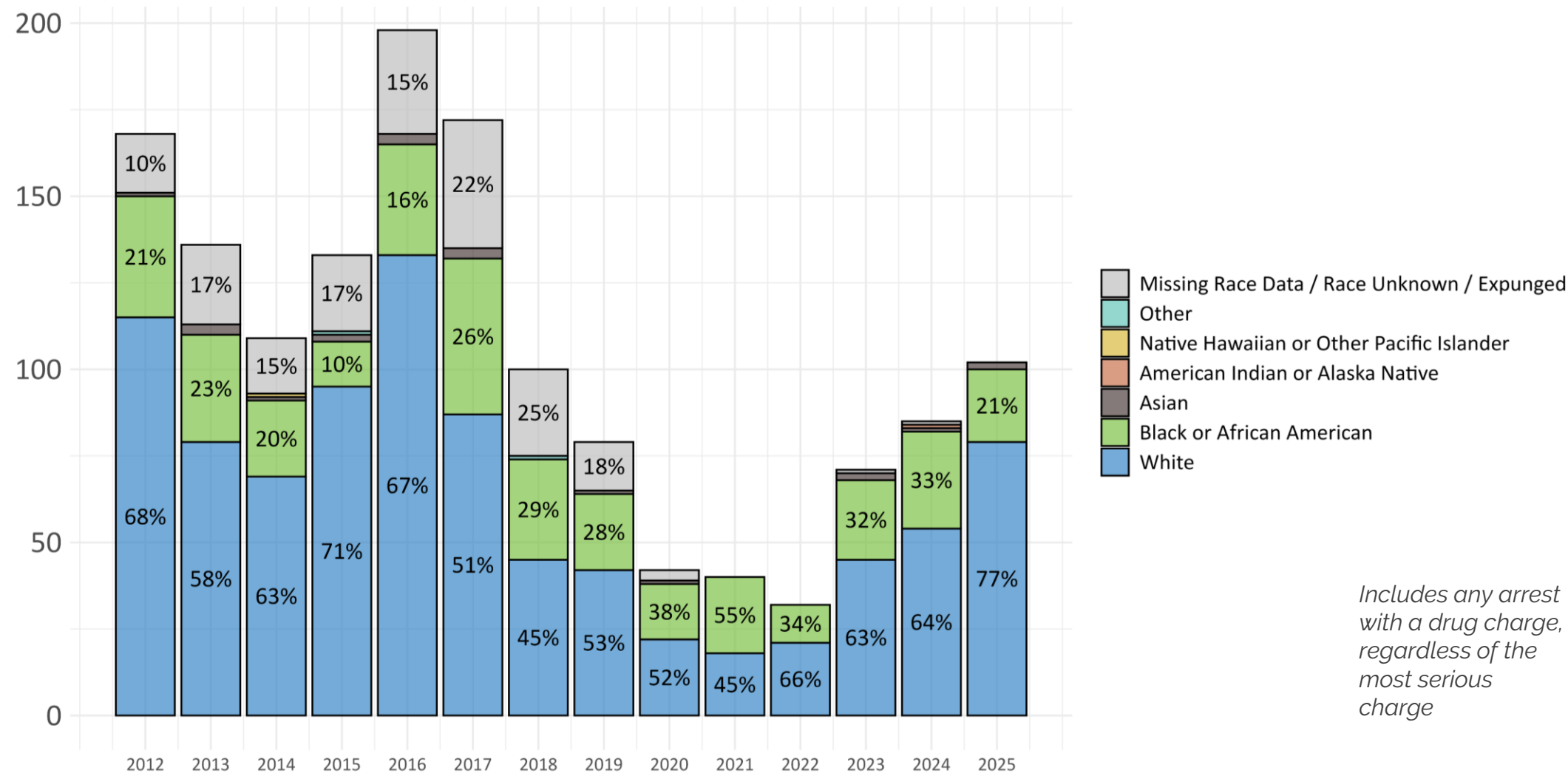
Drug Arrests



Includes any arrest with a drug charge, regardless of the most serious charge

Data
1/1/2012 –
12/31/2025

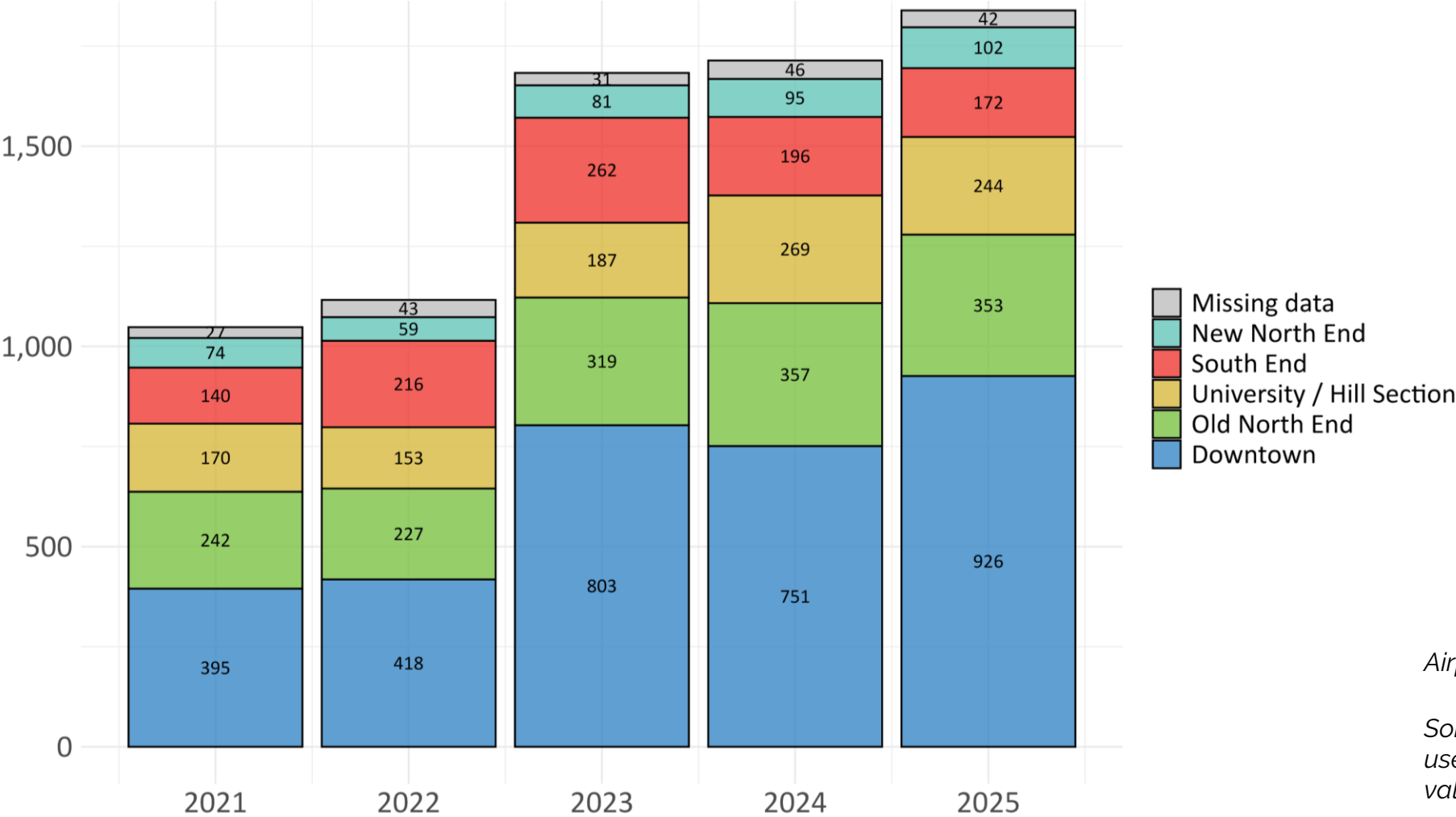
Drug Arrests by Race



Data
1/1/2012 –
12/31/2025

*Includes any arrest
with a drug charge,
regardless of the
most serious
charge*

Arrests by Area, 2021 - 2025

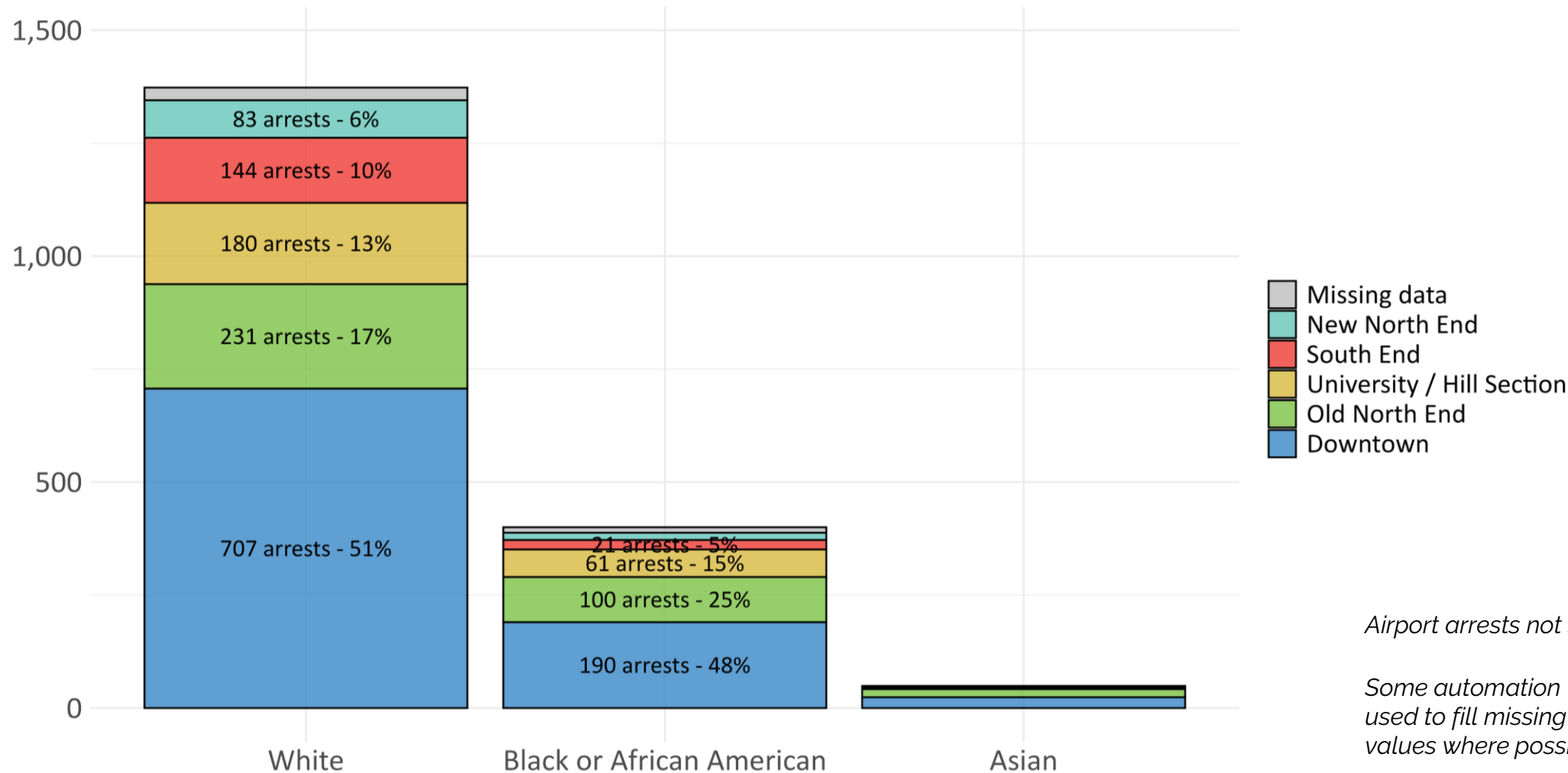


Data
1/1/2021 –
12/31/2025

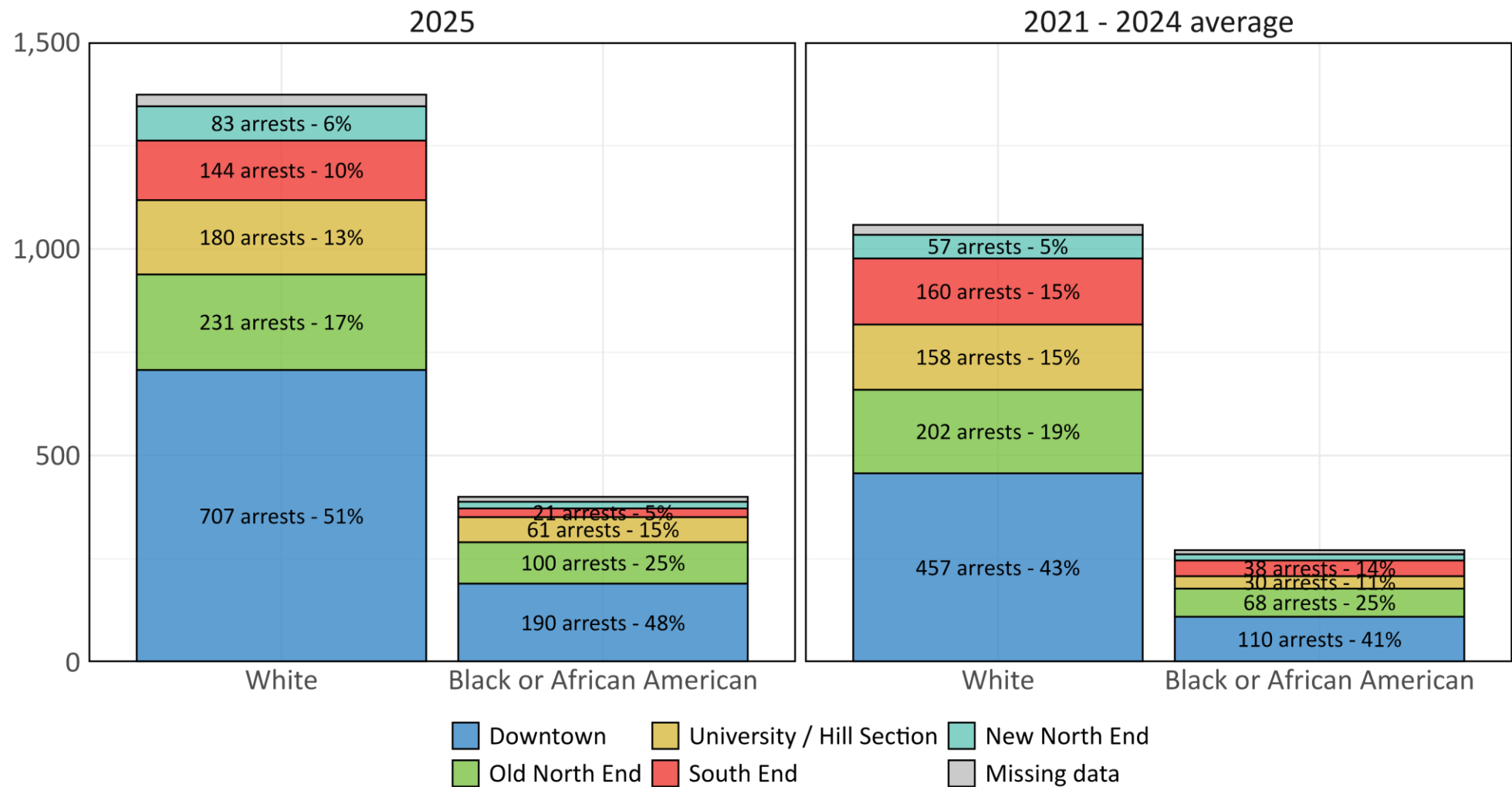
Airport arrests not shown.

Some automation was
used to fill missing Area
values where possible.

Arrests by Race by Area, 2025



Arrests by Race by Area, 2025 & 2021 – 2024 average



Airport arrests not shown.

Some automation was used to fill missing Area values where possible.

Data
1/1/2025 –
12/31/2025



**POLICE DEPARTMENT
CITY OF BURLINGTON**

February 24th, 2026

Chief's Report – Burlington Police Commission

Personnel & Staffing Update

The department currently has 61 sworn officers, with 50 available for duty. Eleven officers are on long-term leave / training status: 6 injured, 2 on FMLA, 2 pending Use of Force review, 1 on military orders, 1 attending basic training at the Vermont Police Academy. All the officers on long-term leave are assigned to Uniformed Services, resulting in significant staffing shortages in that bureau.

Sworn Officers			
<u>Division</u>	<u>All Staff</u>	<u>Unavailable</u>	<u>Available Staff</u>
USB	41	11	30
DSB	11	---	11
BIAP	5	---	5
ADM	4	---	4
(total)	61	11	50

The department accepted the resignation of an Emergency Communications Specialist (ECS) in early February. Professional staff census:

Professional Staff		
<u>Division</u>	<u>Available Staff</u>	<u>Vacant</u>
Emergency Communications Center	12	3
CAIP	7	2
CSO	6	2
Administration	6	1
Records	4	---
ID Unit	2	---
(total)	37	8

The department continues to actively screen applicants for the following positions: police officer, emergency communication specialist, community service officer, community support liaison.



**POLICE DEPARTMENT
CITY OF BURLINGTON**

Immigration Enforcement

In anticipation for the potential for increased immigration enforcement activity, the Department has taken several proactive steps to ensure preparedness, operational clarity, and alignment with existing policy and community expectations.

Coordination with Mutual Aid Partners - The Department convened mutual aid partners to assess regional capabilities, clarify roles and responsibilities, and evaluate resource availability.

Communication with Maine Law Enforcement Agencies - We have engaged in direct communication with affected law enforcement agencies in the State of Maine to exchange information, understand operational challenges, and to use their experience in our planning.

Policy Review and Reinforcement - The Department conducted an internal review of Boston Police Department directives related to:

1. Fair and Impartial Policing (FIP)
2. Use of Force (UOF)
3. Operation of the Body-Worn Camera systems

This review reaffirmed that existing policies already provide clear guidance to officers regarding constitutional policing, bias-free enforcement, appropriate use of force standards, and transparency through body-worn camera requirements.

Collaboration with the Mayor's Office – Executive Order 2026-01 - The Department worked closely with the Mayor's Office on Executive Order 2026-01. While the Executive Order is prescriptive in nature, it is grounded in and consistent with current Department directives related to Fair and Impartial Policing, Use of Force, and body-worn camera operations.

The Department's actions reflect a proactive and policy-driven approach. By strengthening interagency coordination, reaffirming existing directives, and aligning with Executive Order 2026-01, the Department is well-positioned to respond professionally, lawfully, and consistently should immigration enforcement activity increase.

2025 Arrest, Traffic Stop & Use of Force Data Reporting

The Commission will receive an annual arrest data report for 2025 this month. Data Analyst Jeff Nicholson is preparing 2025 traffic stop data and use of force data, ideally for presentation in March and April respectively.



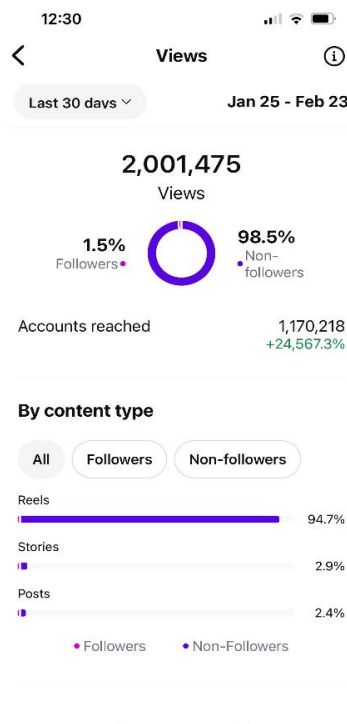
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Parallel to his work on the annual report, Analyst Nicholson continues to reestablish workflows to resume regular data transfers to the City of Burlington Data Hub to allow public access to police data.

Recruitment

The department has been releasing new content on social media and scheduling college career fair or tabling events. Additionally, the department developed an internship opportunity and is screening applicants to open another vein of potential new officers.

The talented social media team developed a fantastic reel in February which drove engagement metrics:



Training

During the month of February, department personnel participated in mandated Use of Force training and Integrated Communication Assessment and Tactics (ICAT) in-service training.

The Use of Force training focused on department directive review, legal standards, and practical application of the Monadnock Defensive Tactics System (MDTS). This training satisfies



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the mandated use of force training standard for the year; staff will have other opportunities throughout the calendar year for training on other use of force tactics – e.g. ground fighting and jujitsu skills.

ICAT (Integrated Communication Assessment and Tactics), is the department's primary de-escalation curriculum. ICAT uses the building blocks of critical thinking, crisis intervention, communications, and tactics, and puts them together in an integrated approach to training.

ICAT relies on a decision-making model that helps officers assess situations, make safe and effective decisions, and document and learn from our actions. ICAT enhances officer and public safety by providing officers with more tools, skills, and options for handling different types of critical incidents, especially those that involve subjects displaying cues of mental illness or behavioral crisis and who are unarmed or armed with a weapon other than a firearm. BPD has subscribed to the ICAT training curriculum since 2015 having been one of the pilot agencies on the project led by the Policing Executive Research Forum (PERF).