City Council

Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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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 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda as amended as follows: add to the consent agenda item 6.26. Communication: Robert Hooper, Chair, Retirement Board, re: resignation (per City Council President Traverse); add to the consent agenda item 6.27. Final Report of the Mayor's Climate Advisory Group (per City Council President Traverse per Interim COS Alnasrawi); add to the consent agenda item 6.28. Communication: Ben Traverse, City Council President to Katherine Schad, Chief Administrative Officer, re: Special Meeting on Tuesday, March 31 (per City Council President Traverse); note agenda item 7.3. Unaccepted Private Streets in Burlington - DPW has been postponed to the April 13, 2026 Regular City Council Meeting (per City Council President Traverse)

2. Executive Sessions

Subject	**2.1. Union Negotiation Update (30 mins.)**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Sessions
Department	City Attorney
Type	Action Communication Information Procedural
Recommended Action	1. Move to make a specific finding that premature general public knowledge of the status of the City's labor negotiations would clearly place the City at a substantial disadvantage; and 2. Based upon that finding, move to enter executive session pursuant to 1 VSA 313(a)(1)(B) to discuss the status of bargaining a successor labor relations agreement with AFSCME Local #1343, and to include in attendance the City's bargaining team consisting of staff from the Human Resources Department, Department of Finance and Administration, and City Attorney's Office.
Subject	**2.2. Federal Immigration Enforcement (30 mins.)**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Sessions
Department	Mayor's Office
Type	Action Information Communication Procedural
Recommended Action	1. Move to enter executive session pursuant to 1 VSA 313(a)(10) to discuss police emergency response measures to the recent ICE response incident in South Burlington, the disclosure of which could jeopardize public safety.

3. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**

Subject	**3.1. Verbal Comments**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural

Recommended Action	open Public Forum close Public Forum

4. Work Session

Subject	**4.1. The Events of March 11, 2026 and the Local Response to the Federal Actions in South Burlington (60 mins.)**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Work Session
Department	Mayor's Office
Type	Information Communication Discussion

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

Subject	**5.1. Verbal reports**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

6. Consent Agenda

Subject	**6.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. 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	**6.2. Accountability List - DFA**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. 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	**6.3. March 9, 2026 Regular City Council Meeting Minutes - DFA**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Minutes Information
Recommended Action	aprpove the minutes
Subject	**6.4. March 9, 2026 Local Control Commission Meeting Minutes - DFA**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	aprpove the minutes
Subject	**6.5. Special Event Outdoor Entertainment Permit Application (three days only): Reggae Fest, 112 Lake Street**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	approve the three day only special event outdoor entertainment permit application for Reggae Fest, 112 Lake Street, August 21 - 23, 2026
Subject	**6.6. 417 Saint Paul Street - Encumbrance Application - DPW**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department

Type	Action (Consent)
Recommended Action	DPW respectfully requests that the City Council approve the following motion: To approve the encumbrance application of Roderick R. Boutin to maintain a portion of the existing 417 Saint Paul Street residence encroaching upon the City's right-of-way and to authorize the Mayor to execute a License Agreement subject to review and approval by the City Attorney for a term of 30 years.
Subject	**6.7. 60 Battery St. - Encumbrance Application - Greenbelt Encumbrance - DPW**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for Hotel Champlain, for the installation and use of twelve (12) square feet of City greenbelt ROW to mount two (2) separate signs indicating entry and exit of the Hotel Champlain driveway and authorize the Mayor to execute a License Agreement, subject to approval by the City Attorney's Office
Subject	**6.8. Tobacco License and Tobacco Substitute Endorsement Renewals (2026-2027): see attached list**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. 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
Subject	**6.9. Indoor and Outdoor Entertainment Permit Renewals (2026-2027): see attached list**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	approve the 2026-2027 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	**6.10. Communication: Ryan Nick, re: Trouble in the Elmwood Avenue Emergency Community Shelter**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	**6.11. Communication: R. Marcus West, re: various communications**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	**6.12. Reclassification of the Airport Ambassador Position — Airport**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve the proposed reclassification of the Airport Ambassador position from Grade 9 to Grade 11, with corresponding changes to the job description for the position
Subject	**6.13. Request for Creation of Position and Job Description Department of Parks, Recreation & Waterfront**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	1. To approve creation of one (1) Recreation Manager, Leddy Arena and Sports, a regular, exempt, full-time, non-union position, grade 20 in the Department of Parks, Recreation, and Waterfront. 2. To authorize the Chief Administrative Officer or designee to make such amendments and transfers of funds to the FY26 Budget as may be necessary or convenient to effect the foregoing position creation, in substantial conformance with the information outlined in the above staff report, for a budget neutral fiscal year impact.

Subject	**6.14. Acceptance of Pomerleau Foundation Donation, Construction Contract Authorization, and Budget Amendment Authorization for the Lobby Construction Project at the Burlington Police Department - BPRW**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the following in support of the Lobby Remodel Construction project at the Burlington Police Department: the Director of Parks, Recreation, and Waterfront, or designee to execute a contract and all other documents necessary or convenient to carrying out the project with Farrington Construction, for a price not to exceed $134,575 plus a contingency amount of $13,000, for a total authorized contract expenditure not to exceed $147, 575; the acceptance of the donation from the Pomerleau Foundation in the amount of $31,275; and the Chief Administrative Officer, or her designee, to effect necessary budget amendments and transfers of funds associated with the donation amount noted above
Subject	**6.15. ASW Juneteenth Mural - REIB**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. 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 $3,500 Arts So Wonderful to support the creation of three community murals and, in addition, touch ups and conditioning of the 2024 and 2025 Juneteenth murals from the Community Celebrations GL
Subject	**6.16. Parking Service Agent Tiering - DPW - Parking Services Division**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	To approve and authorize: 1. The reclassification of the Parking Services Agent position from a, Full-time, Non-Exempt, AFSCME, Grade 11 position to the Parking Services Agent I position, a Full-time, Non-exempt, AFSCME, Grade 11 position, and the Parking Services Agent II position, a Full-time, Non-exempt, AFSCME, Grade 12 position. 2. The reclassification of the Parking Services Agent position from a Part-time, Non-exempt, AFSCME, Grade 11 position to the Parking Services Agent I position, a Part-time, Non-exempt, AFSCME, Grade 11 position, and the Parking Services Agent II position, a Part-time, Non-exempt, AFSCME, Grade 12 position

Subject	**6.17. Winooski River Bridge Easements - DPW**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To authorize the Mayor to sign the Deed for the City owned land described as Parcel #4, pending any necessary FERC approvals/conditions and subject to review of the Office of the City Attorney. 2. To authorize the Mayor to sign the Deed for the City owned land described as Parcel #5, subject to review of the Office of the City Attorney. 3. To appropriate funds received to the Burlington Electric Department Fund.
Subject	**6.18. Lease of 339 Pine Street to ReSOURCE - CEDO**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve the lease of 339 Pine Street to ReSOURCE, subject to final review and approval by the Board of Finance and the City Attorney’s office
Subject	**6.19. Reclassification Request - Executive Manager, Command Assistant, and Community Support Supervisor to Crisis, Advocacy, Intervention Program (CAIP) Manager - Police**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Police Department
Type	Action (Consent)
Recommended Action	To approve and authorize the reclassification and retitling of the Community Support Supervisor position, a Regular, Full-time, Exempt, Non-union, Grade 20, position to the Crisis, Advocacy, Intervention Program (CAIP) Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21 within the Burlington Police Department. To approve and authorize the elimination of the Assistant Director CAIP position, a Regular, Full-time, Exempt, Non-union, Grade 24 position within the Burlington Police Department. To approve and authorize the reclassification of the Executive Manager position, a Regular, Fulltime, Exempt, Non-Union, Grade 21 position to a Regular, Full-time, Exempt, Non-Union, Grade 22 within the Burlington Police Department. To approve and authorize the reclassification of the Command Assistant position, a Regular, Full-time, Non-Exempt, Non-Union, Grade 15 position to a Regular, Full-time, Non-Exempt, Non-Union, Grade 16 within the Burlington Police Department.
Subject	**6.20. Request to authorize the Patrick Leahy Burlington International Airport to increase rates associated with Transportation Network Companies - Airport**

Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize the City of Burlington staff to enter into an MOU with and raise the Transportation Network Company (TNC) fee to $3.00 for each ride originating and ending at Airport beginning for the period beginning the Effective Date through September 30, 2027. $3.25 per trip for the period of October 1, 2027 through September 30, 2029, and $3.50 per trip for the period beginning October 1, 2029 through September 30, 2031

Subject	**6.21. FY25 City of Brlington TIF District Reports to the Vermont Economic Progress Council (VEPC) - CEDO**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Information Report
Recommended Action	to accept the staff report

Subject	**6.22. FIO Documents**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Communication Information Action (Consent)
Recommended Action	for information only

Subject	**6.23. Ordinance: CDO--TDM Exemptions for Affordable Housing ZA-26-03 (Office of City Planning, Ordinance Committee)**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Planning

Type	Action (Consent) Ordinance - First Reading
Recommended Action	First reading. Waive the reading, suspend the rules and affirm Ordinance Committee's request for Planning Commission to review and comment and for ordinance amendment to be set for public hearing.
Subject	**6.24. Resolution: Authorization To Accept The Dedication For A Portion Of 99 Intervale Road (TEUC)**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	to waive the reading and adopt the resolution
Subject	**6.25. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	City Attorney
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	**6.26. Communication: Robert Hooper, Chair, Retirement Board, re: Resignation**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise in Seven Days and send a letter of appreciation to Robert Hooper for his time served as the Chair of the Retirement Board
Subject	**6.27. Final Report of the Mayor's Climate Advisory Group**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	6. Consent Agenda
Department	Mayor's Office
Type	Action (Consent) Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	**6.28. Communication: Ben Traverse, City Council President to Katherine Schad, Chief Administrative Officer, re: Special Meeting on Tuesday, March 31**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Communication
Recommended Action	approve petition to the Chief Administrative Officer for a special meeting of the City Council on March 31, 2026

7. Deliberative Agenda

Subject	**7.1. Indoor Entertainment Permit Application (2026-2027): BCA Community Room, 405 Pine Street**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Indoor Entertainment Permit Application for BCA Community Room, 405 Pine Street, with all standard conditions
Subject	**7.2. Indoor Entertainment Permit Application (2026-2027): La Boca, 1127 North Avenue, Suite 32**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Indoor Entertainment Permit Application for La Boca, 1127 North Avenue, Suite 32, with all standard conditions

Subject	**7.3. Unaccepted/Private Streets in Burlington - DPW (30 mins.) **POSTPONED TO 4/13/26 CITY COUNCIL MEETING****
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Public Works Department
Type	Information Presentation

8. Committee Reports

Subject	**8.1. Verbal reports**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Committee Reports
Department	Council and Board
Type	Information

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

Subject	**9.1. Verbal reports**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. 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

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

Subject	**10.1. Verbal reports**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

11. Adjournment

Subject	**11.1. Motion to adjourn**
Meeting	March 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	11. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

12. Informational and Non-Discrimination Statements

Subject	**12.1. 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 23, 2026 - Regular City Council Meeting - Monday, March 23, 2026, 5:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	12. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

BURLINGTON POLICE DEPARTMENT
DEPARTMENT DIRECTIVE
DD03 Statewide Policy on Fair and Impartial Policing
Effective October 01, 2024

This Fair and Impartial Policing policy was amended by the Vermont Criminal Justice Council on June 05, 2024. It replaces the Policy amended by the Vermont Criminal Justice Council on April 23, 2024.

PURPOSE: The purpose of this policy is to require that all members of the Burlington Police Department (BPD) conduct policing in a fair and impartial manner, to clarify the circumstances in which officers can consider personal characteristics or citizenship or immigration status when making law enforcement decisions, and to reinforce processes and procedures that enable the BPD to provide services and enforce laws in an equitable and impartial way. The BPD is required to adopt each component of the Vermont Criminal Justice Council's model fair and impartial policing policy. The BPD may adopt additional components.

POLICY: Employees are prohibited from engaging in biased policing. This means no member of the BPD shall take actions based on any personal characteristics, or citizenship, or immigration status, except as described below, in the services our employees provide to the community in connection with our law-enforcement activities.

Because partnership with Vermont residents is the most effective way to ensure public safety, maintaining the public's trust is a primary concern. To secure this trust, personal characteristics or citizenship or immigration status should have no adverse bearing on the BPD's interactions with an individual. Enforcement of civil immigration law is a federal responsibility, and agencies should not engage in such enforcement except as otherwise outlined in this policy. Vermont residents are more likely to engage with law enforcement and other officials by reporting emergencies, crimes, and acting as witnesses; to participate in economic activity; and to be engaged in civic life if they can be assured they will not be singled out for scrutiny on the basis of their personal characteristics or citizenship or immigration status.

To achieve these objectives, the BPD will implement a combination of best practices in areas including but not limited to: hiring, in-service training, policy development, supervision, reporting and investigative processes, appropriate discipline, and community outreach/partnerships.

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II. Policing Impartially
III. Community Relations
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V. State / Local Enforcement Authority / Priorities and Federal Immigration Law
VI. Interactions with Federal Immigration Officers
VII. Responding to Bias-Based Reports or Reports Regarding Bias from the Community
VIII. Training
IX. Accountability and Compliance

I. DEFINITIONS

A. **Biased policing**. "Biased policing" is conduct by law-enforcement officers motivated by an individual's actual or perceived or self-identified personal characteristics.

B. **Citizenship or Immigration status**. This generally refers to the legal rights, if any, of a non-citizen to enter or remain in this country, or to exercise certain rights (e.g., vote in federal elections). Examples of status include, without limitation, "lawful permanent resident," "temporary worker," "refugee," and "undocumented."

C. **Federal immigration authorities**. Federal agencies, departments, or employees or contractors thereof, tasked with enforcement of immigration law and border entry, including without limitation the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), and U.S. Customs and Border Protection (CBP).

D. **Member or employee**. Any employee employed by the BPD, regardless of the employee's assigned tasks or duties.

E. **Personal characteristics**. These may include but are not limited to actual or perceived identity, race, ethnicity, national origin, color, gender, sexual orientation, gender identity, marital status, mental or physical disability, age, religion, and socio-economic status.

F. **Probable cause**. Facts or circumstances that would lead a reasonable person to believe that a crime has been committed, or is being committed, or is about to occur.

G. **Reasonable suspicion**. Suspicion for which an officer can articulate factual reasons, which does not need to rise to the level of probable cause.

II. POLICING IMPARTIALLY

A. **Basis for law-enforcement action**. As required by law, all law-enforcement actions by law-enforcement officers, such as investigations, detentions, traffic stops, arrests, searches and seizures, etc., must be based on reasonable suspicion, probable cause, or relevant exigent circumstances, supported by articulable facts, circumstances, and conclusions that support the given action.

B. **Taking account of personal characteristics**. BPD employees may take into account reported race, ethnicity, or other personal characteristics of persons based on credible, reliable, locally relevant, temporally specific information that links a person of specific description to particular criminal incidents or other matters under investigation and is combined with other identifying information.

C. **Equal treatment**. Personal characteristics shall not be used as a reason to arrest someone instead of citing that person and shall not impact the decision on whether to seek continued custody pursuant to Vermont Rule of Criminal Procedure 3.

D. **Immigration status as an essential element**. Citizenship or immigration status shall not be used as reason to arrest someone instead of citing them and shall not impact the decision on whether to seek continued custody pursuant to Vermont Rule of Criminal Procedure 3, except that criminal liability for offenses where one's citizenship, or immigration status, is an essential element is a factor that may be considered in a Rule 3 determination.

1. Example: An individual convicted of a violent felony is removed by immigration authorities after serving a sentence. Unlawful re-entry by that individual may result in substantial prison time (10 years or more). Those factors may be considered because the prospect of long incarceration can be relevant to case-by-case evaluation of flight risk.
2. Note. Per Section V of this directive, below, BPD employees do not have authority to investigate civil immigration laws and BPD employees shall not ask about or investigate a person's citizenship or immigration status unless information regarding citizenship or immigration status is an essential element of a crime.

E. **Participation in pre-charge or pre-court processes**. Personal characteristics and/or citizenship or immigration status, including the existence of a civil immigration detainer, shall not affect the detainee's ability to participate in pre-charge or police-initiated pre-court processes such as referral to diversion or a Community Justice Center.

F. **Interpreter services**. Under federal and state law, law-enforcement agencies are required to provide qualified interpretation services, either in person or telephonically, to any person in need of it.

III. COMMUNITY RELATIONS

To cultivate and foster transparency and trust with all communities, each BPD employee shall do the following when conducting pedestrian and vehicle stops or otherwise interacting with members of the public unless circumstances indicate it would be unsafe to do so:

A. **Be courteous and professional**.

B. **Introduce oneself**. Employees will introduce themselves to the person (providing name and agency affiliation), and state the reason for the stop as soon as practicable unless

providing this information will compromise officer or public safety or a criminal investigation.

C. **Minimize time of detention**. Ensure that a detention is no longer than necessary to take appropriate action for the known or suspected offense, and ensure the BPD employee conveys the purpose of the reasonable delays.

D. **Identify oneself**. BPD employees will provide their name verbally when requested. BPD employees may also provide the information in writing or on a business card.

E. **Provide an explanation**. In addition to the above, officers should answer relevant questions the person may have if doing so will not compromise safety and/or the investigation

IV. ESTABLISHING IDENTITY

A. **Determining identity**. An individual shall not be stopped or detained solely for the purpose of establishing identity. However, if the individual has already been stopped for a lawful purpose, the individual may be subject to objectively reasonable additional detention in order to establish identity (e.g., inquiry into identity during the course of a lawful traffic stop).

B. **Vehicle passengers are not required to provide identification**. Absent reasonable suspicion of unlawful activity, BPD employees shall not require that passengers in motor vehicles provide identification or other documents. If requesting such documents, BPD employees will state that passengers are not required to provide them. A passenger not providing identification does not constitute reasonable suspicion of unlawful activity. In no instance shall the enforcement of civil immigration law be a reason to request identification or other documents (see Section V).

C. **Social security numbers**. In instances when a standardized form has a field requesting an individual's social security number, BPD employees may request such information for the purposes of establishing identity. An individual not providing a social security number does not on its own constitute reasonable suspicion of unlawful activity. The absence of a social security number is not indicative of citizenship or immigration status. In no instance shall the enforcement of civil immigration law be a reason to request a social security number.

D. **Accepted identification**. Acceptable forms of identification, which must include a photograph of the individual, include, but are not limited to, driver's licenses from any U.S. state or foreign country, government-issued IDs by a U.S. jurisdiction, foreign passports, and consular ID cards. All identification is subject to reasonable scrutiny and follow-up for authentication consistent with the provisions of this policy. Any contact with federal immigration authorities to determine an individual's identity must comply with guidance regarding Interactions with Federal Immigration Officers in Section VI.

V. STATE / LOCAL ENFORCEMENT AUTHORITY / PRIORITIES AND FEDERAL IMMIGRATION LAW

The trust and cooperation of immigrant communities is essential to prevent and solve crimes and maintain the safety and security of all. The U.S. Constitution's Fourth Amendment and the Vermont Constitution's Article 11 protections against unreasonable search and seizure apply equally to all individuals in Vermont.

A. **Federal civil immigration law**. BPD employees do not have authority to enforce federal civil immigration law. Mere presence in the United States without authorization—for example, residing in the country with an expired visa—is a civil violation and may not be subject to investigation.

B. **Federal criminal law**. Although sworn employees of the BPD have authority to enforce federal criminal law, enforcement of federal criminal immigration law is generally not a priority for the BPD. Accordingly, BPD employees should not make warrantless arrests, detain individuals, facilitate the detention of individuals, or otherwise expend resources investigating or enforcing unlawful entry or unlawful reentry cases unless such actions are (1) necessary to ensure public safety or officer safety (imminent risk of physical injury to subject, officer, or third party) or (2) integral to the investigation of criminal offenses unrelated to immigration law.

    1. Asylum. Some individuals crossing the border outside of an authorized checkpoint may be seeking asylum and receive federal permission to remain in the United States. Because it is often difficult to determine whether someone is crossing the border to obtain safety and lawful status, BPD employees should not presume that unauthorized border crossing implicates Vermont law, as opposed to federal interests. BPD enforcement of alleged "unlawful entry" may create the misconception that the BPD is involved in immigration enforcement and undermine partnerships with local communities.

C. **Insufficient for reasonable suspicion**. The following do not on their own establish reasonable suspicion of a criminal offense and are not sufficient to warrant an investigation:

    1. Personal characteristics, including Limited English Proficiency
    2. Citizenship or immigration status
    3. Presence in the U.S. without authorization or formal documentation
    4. Proximity to the border

    These elements *in combination with others* may contribute to reasonable suspicion. As noted in Section II (b), personal characteristics may be taken into account only where there is credible, reliable, locally relevant, temporally specific information that links a person of specific description to particular criminal incidents and is combined with other identifying information.

D. **Prohibitions**. In interacting with all people,[1] including suspects, crime victims, and witnesses, BPD employees shall not:

1. Ask about or investigate a person's citizenship or immigration status unless information regarding citizenship or immigration status is an essential element of the crime (such as human trafficking).
    a. In so doing, BPD employees will never use individual personal characteristics to ask about, investigate, or presume citizenship or immigration status. For example, they cannot ask someone about citizenship or immigration status merely on the basis of race, color, or perceived national origin.
2. Initiate or prolong stops for the purpose of enforcing civil immigration matters.

E. **Victims' services and visas**. BPD employees will ensure that individual immigrants and immigrant communities understand that full victims' services are available to documented and undocumented victims/witnesses. BPD employees may, in appropriate situations, advise an individual that, if the individual is undocumented, the individual may be eligible for a temporary visa. For example, an individual might qualify for a U, S, or T visa if the individual is a victim or material witness to certain serious offenses.

VI. INTERACTIONS WITH FEDERAL IMMIGRATION OFFICERS

A. **Limited application of federal immigration law**. BPD employees have no legal obligation to communicate with federal immigration authorities. However, two federal statutes, 8 U.S.C. §§ 1373 and 1644, provide that local and state agencies and officials may not prevent or restrict their employees from communicating with federal immigration authorities regarding an individual's citizenship or immigration status.[2]

As noted in Section I above, information regarding "citizenship or immigration status" refers only to an individual's legal rights, if any, to enter or remain in this country, or to exercise certain rights (e.g., vote in federal elections). As a result, Sections 1373 and 1644 permit state and local authorities to decide whether or when to limit communications with federal immigration authorities regarding other types of information about individuals, such as:

1. Physical appearance
2. Vehicle / license plate information
3. Current whereabouts
4. SSN or lack thereof
5. Places of residence, work, or education
6. Family relationships

[1] As explained in Section VI, below, federal immigration law permits a narrow category of voluntary communications with federal immigration authorities—i.e., those regarding citizenship or immigration status.
[2] BPD employees should note that accurately determining an individual's citizenship or immigration status can be difficult in the absence of clear documentation and immigration law expertise. Moreover, making a mistake in this arena may undermine community confidence that the BPD is focused on public safety and state / local enforcement, rather than civil immigration enforcement.

7. Telephone number
8. Custody status, release date / time, or court dates

B. **Restricted access to the BPD's facility**. Unless federal immigration agents have a judicially-issued criminal warrant or a legitimate law-enforcement purpose exclusive of the enforcement of civil immigration laws, BPD employees shall not:

1. Grant immigration authorities access to individuals located in otherwise-restricted portions of the BPD's facility absent a court-approved search or arrest warrant relating to alleged crimes
2. Permit immigration authorities to use BPD facilities for investigative interviews.

C. **Restricted access to individuals outside of the BPD facility**. Unless federal immigration agents have a judicially-issued criminal warrant or a legitimate law enforcement purpose exclusive of the enforcement of civil immigration laws, BPD employees who have an individual in their custody shall not grant or otherwise facilitate immigration authorities' access to the individual.

1. Non-interference. This section shall not be construed to require members to interfere with a federal official's lawful authority to interview, detain, or arrest (with or without a warrant) an individual—e.g., employees shall not use force or physically block the official.
2. BPD actions come first. BPD employees asked to grant access to an individual in their custody (e.g., requests made during a traffic stop) shall respond to the federal official that they intend to complete their stop first, without interruption—unless it would be unlawful for them to provide that response (e.g., making such statements in an effort to intentionally facilitate an escape of a person subject to lawful arrest).
3. Supervisor involvement. BPD employees who are unsure how to proceed in a given situation should immediately contact a supervisor for guidance, provided this does not unreasonably prolong the stop.

Comment: As noted above, the BPD does not participate in civil immigration enforcement and expects its members to try to complete their law enforcement duties (e.g., issue a traffic citation) swiftly and safely and move on, leaving immigration enforcement to the appropriate authorities. Maintaining focus on state or local enforcement serves to build and maintain community confidence in the BPD.

D. **Additional restrictions**. In addition, BPD employees shall not:

1. Initiate or prolong stops to allow federal immigration authorities to investigate suspected civil immigration violations.
2. Hold people for, or transfer people to, federal immigration agents, unless the agents provide a judicial warrant for arrest.
3. Stop, detain, arrest, or transfer someone on the basis of requests from federal immigration agents such as "administrative warrants" and "immigration detainers." Such requests have not been issued or reviewed by a neutral magistrate and do not

have the authority of a judicial warrant. They do not meet the probable cause requirements of the Fourth Amendment and Article 11 of the Vermont Constitution and are therefore not a lawful basis to arrest or detain anyone.

4. Request or accept assistance from federal immigration authorities for interpretation services, unless a clear emergency requires it and qualified interpretation services are not available through any other means.
5. Conduct or participate in enforcement activities intended to locate and detain undocumented immigrants without reasonable suspicion or probable cause of a crime, unless acting in partnership with a federal agency as part of a formal agreement entered into by the governor.
6. Facilitate the detention of individuals by federal immigration authorities for suspected civil immigration violations.
7. Share any information (other than information regarding citizenship or immigration status) about an individual with federal immigration authority, unless there is justification on the grounds of:
    a. Public safety or officer safety (articulable risk of physical injury to subject, officer, or third party), and state and local authorities are unable to provide urgent assistance in time
    b. Law enforcement needs that are not related to the enforcement of federal civil immigration law (e.g., the individual may be a human trafficking victim, a crime victim, or witness entitled to a T, U, or S vias)

    Prior to providing such information[3], BPD employees shall consult with a supervisor if available, unless doing so would unreasonably extend the individual's custodial detention.
8. Contact federal immigration authorities to determine an individual's identity, unless the individual does not present an acceptable form of identification and the BPD employee has reason to believe that such authorities will be able to verify the individual's identity.
    a. The individual's personal characteristics are not a reason to believe that federal authorities will be able to verify the individual's identity.
    b. BPD employees shall not provide any information except information necessary to establish identity. For example, a BPD employee shall not provide the location of the individual.
9. Accept requests by federal immigration authorities to support or assist in civil immigration enforcement.

VII. RESPONDING TO BIAS-BASED REPORTS OR REPORTS REGARDING BIAS FROM THE COMMUNITY

A. **Biased-based calls for service**. If any BPD employee receives a call for service that appears to be based solely on an individual's perceived personal characteristics or citizenship or immigration status, the BPD employee will attempt to ascertain if there are

[3] BPD employees should understand that disclosures regarding citizenship and immigration status, when unnecessary for state/local law enforcement purposes, may compromise the BPD's ability to cultivate and maintain trust with community members and foster positive relationships benefiting all Vermonters.

other circumstances or facts that would constitute reasonable suspicion or probable cause. If the complainant can offer no further information, the complainant will be advised that the shift supervisor will be in contact at the first opportunity.

B. **Correcting bias**. The shift supervisor should attempt to familiarize the caller with the BPD's Fair and Impartial Policing policy. If the caller is concerned about the person's perceived citizenship or immigration status, the caller should be advised that the BPD does not have authority to investigate or enforce civil immigration law.

C. **Documentation**. At the conclusion of the call, the shift supervisor will document the contact by making a Valcour incident categorized as "Community Outreach."

D. **Hate-motivated incident**. If a BPD employee receives a report of a potentially biased or hate-motivated incident, the BPD shall either dispatch an officer to evaluate the complaint or refer the caller to the Officer in Charge (OIC).

VIII. TRAINING

A. **Training compliance**. The BPD will ensure that, at a minimum, all employees are compliant with Vermont Criminal Justice Council and legislative requirements regarding fair and impartial policing training.

B. **Additional training**. Additional trainings may include but not be limited to instruction on anti-bias, power and privilege, non-English speaking communities, undocumented communities, and victim/witness services.

IX. ACCOUNTABILITY AND COMPLIANCE

A. **Complaints**. The process for making a complaint shall be readily available to the public. Reasonable efforts should be made to accommodate language barriers. See DD40.

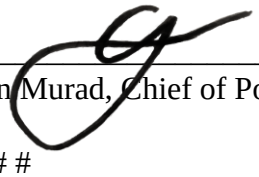
B. **Reporting**. All BPD employees are required to report allegations, complaints, or knowledge of biased policing or suspected violations of this policy promptly to their supervisor via the BPD's internal complaint process in compliance with DD40 and DD43. Where appropriate, employees are required to intervene at the time the biased policing incident occurs.

C. **Act 56 compliance**. State law requires all Vermont law-enforcement agencies to conduct valid investigations of alleged biased law enforcement, even if the named member or employee resigns. Effective July 1, 2018, the BPD is required to report to the Vermont Criminal Justice Council instances in which officers have willfully engaged in biased law enforcement or substantially deviated from policies prohibiting such enforcement. The

Vermont Criminal Justice Council may, in turn, impose sanctions up to revocation of officers' certification.[4]

D. **Disciplinary action**. Violations of the policy shall result in appropriate disciplinary action as set forth in the BPD's rules and regulations, specifically DD40. Supervisors shall ensure that all employees in their command are familiar and in compliance with the content of this policy. Supervisors will be alert for and respond to indications of potential biased policing.

Required by the State of Vermont on September 01, 2024.



Jon Murad, Chief of Police — October 01, 2024 Effective Date

# # #

[4] See VT Act 56 (2016), codified in 20 V.S.A. § 2401(2)(D) (biased enforcement as Category B unprofessional conduct), § 2403 (duty to report to Council), § 2404 (duty to investigate), and § 2406 (Council-issued sanctions).

BURLINGTON POLICE DEPARTMENT
DEPARTMENT DIRECTIVE
DD40 External and Internal Complaints, Supervisor Reviews, Administrative Reviews, Internal Investigations & Discipline
Reviewed and published June 24, 2024

PURPOSE: To ensure any person can bring forward complaints about the conduct of employees of the Burlington Police Department (BPD) whenever a person believes an employee has acted improperly. To establish a process that enables the BPD to initiate positive corrective action, re-training, or education, and, when appropriate, effective discipline for improper conduct. To guarantee that employees' due process rights are safeguarded while also protecting employees from unwarranted criticism for properly discharged duties. To support principles of fair and impartial policing within the BPD by delineating the role of the Board of Police Commissioners in reviewing complaints against employees.

POLICY: The Burlington Police Department has a well-established tradition of serving the community with integrity and professionalism. To maintain our proud tradition and continue improving the quality of the BPD's service, each and every employee must accept responsibility for maintaining high professional standards.

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I. DEFINITIONS

A. **Complaint**. Any allegation that a BPD employee has performed in an unsatisfactory manner. This includes allegations of corruption, or allegations that a BPD employee has violated the BPD's rules or directives, or the laws of the City of Burlington, the State of Vermont, or the United States of America.

1. External complaint. A complaint made against a BPD employee by a person who is not a BPD employee shall be considered an external complaint.
2. Internal complaint. A complaint made against a BPD employee by a person who is also a BPD employee shall be considered an internal complaint.
    a. This includes performance-related complaints made by supervisors against subordinates that require a second supervisor to conduct a review. It does not include performance-related issues that a supervisor can address via verbal coaching or written performance counseling.
3. Invalid complaint. A complaint made against a BPD employee or filed with the BPD that is inapplicable to the BPD shall be considered an invalid complaint. Examples include complaints that refer to a different Burlington (e.g., Burlington, North Carolina, or Burlington, Ontario), a complaint that cannot be reasonably separated from delusion or psychosis, complaints that refer to employees of a different department of the City of Burlington, and complaints that describe a crime experienced by the complainant that does not involve a BPD employee (e.g., a person mistakenly uses the *Burlington Police Department Online Citizen Complaint Form* to report a stolen vehicle).

B. **Corruption**. Any activity or other conduct committed by a member of the BPD, whether on or off duty that, if substantiated, would constitute a crime.

C. **Disciplinary action**. There is a continuum of responses to infractions. Disciplinary actions may include written reprimand, reassignment, demotion, unpaid suspension, and dismissal.

D. **Effective internal affairs program**. As defined in 20 VSA § 2401, this means that the BPD does all of the following:

1. Accepts complaints against its employees from any source.
2. Assigns an investigator to determine whether an employee violated the law or any BPD rule or directive.
3. Establishes a code of conduct that outlines expectations for employees and describes prohibited activity for employees.
4. Provides due process rights and a range of discipline.
5. Treats its accused employees fairly and decides employee discipline based on just cause, a set range of discipline for offenses, consideration of mitigating and aggravating circumstances, and due-process rights.
6. Provides for review of employee discipline by citizens outside the department.

E. **Employee**. Any person employed by the Burlington Police Department, to include sworn officers, sworn supervisors, and sworn reserve officers and all non-sworn professional staff members, regardless of their bargaining union (or lack thereof).

F. **Infractions**. There is a continuum of infractions, ranging from low-level infractions to criminal conduct that violates the laws of the State of Vermont or the United States of America.

1. Lower-level infractions of policy and procedure typically result in coaching, training, or counseling prior to imposing discipline. These types of infractions do not generally result in a formal Administrative Review or Internal Investigation. They generally do not disrupt police duties or cause public harm. Examples of lower-level infractions could include but are not limited to:
    a. Tardiness;
    b. Misuse of sick time;
    c. Late paperwork that does not adversely impact a case;
    d. Improper care and maintenance of equipment;
    e. Discourtesy;
    f. On-duty cruiser operation in violation of 23 VSA, etc.
2. Mid-level infractions or repetitive lower-level infractions are generally handled at the lowest possible level beginning with a letter of reprimand or admonishment, and progressing into more substantial discipline such as suspension. They generally cause minimal or contained disruption with no impact on the community. Examples of mid-level infractions could include but are not limited to:
    a. Repetitive lower-level issues;
    b. Carelessness with firearms;
    c. Accepting de minimis gratuities;
    d. Low-level neglect of duty such as
        i. Absences
        ii. Falling asleep on a night shift
        iii. Failing to maintain custody and control of weapons, Criminal Justice Information Services (CJIS) systems, or encrypted technology;
    e. More substantial courtesy matters; etc.
3. Higher-level infractions may result in more substantial discipline. They generally carry a high risk of disruption to police duties and/or impact the community. These kinds of infractions could include but are not limited to things such as:
    a. Veracity issues;
    b. Harassment;
    c. Excessive force;
    d. Knowing associations with criminals or targets of investigation;
    e. Abuse of authority;
    f. Failure to follow orders;
    g. Political activity restrictions;
    h. Criminal conduct in violation of Vermont law or federal law.

G. **Non-disciplinary action**. There is a continuum of responses to infractions. Non-disciplinary actions may include education, training or retraining, verbal coaching, written performance counseling, or referrals to professional counseling.

H. **Other misconduct**. Any activity, improper behavior, or other conduct committed by a member of the BPD, whether on or off duty that, if substantiated, would impugn the integrity of the BPD in a way that would erode the trust and ability to assist witnesses, victims, or other members of the public.

I. **Review**. All valid complaints will be reviewed. There are three levels of review, in ascending order of complexity and seriousness: supervisor review, Administrative Review, and Internal Investigation. See Section III.

II. EXTERNAL AND INTERNAL COMPLAINTS

A. **All complaints accepted**. Allegations that a BPD employee has committed an infraction may be initiated from outside or inside the BPD. Every such allegation will be accepted by the BPD. All complaints must be reported to the Chief of Police.

1. The most common manner in which complaints are lodged is via the City of Burlington's website, on the Police Department page, under the tab "Citizen Complaints and Compliments," where users can access the *Burlington Police Department Online Citizen Complaint Form*. This is an online, fillable e-form.
2. Written copies of the *Citizen's Complaint Form*, which can be completed by a complainant, are also available at the City website. A copy of the form is included in the appendix of this directive. Additionally, forms are available at:
    a. City offices: such as the Mayor's office, the Community Justice Center, CEDO, the City Attorney's office, the Miller Center, Parks & Recreation, and the Burlington Electric Department.
    b. Non-governmental locations: such as the Peace and Justice Center, Migrant Justice, AALV, and Burlington High School.
3. Verbal or written complaints to the Mayor's Office, members of the City Council, and the Police Commission will be accepted without need for a written *Citizen's Complaint Form* or *Burlington Police Department Online Citizen Complaint Form*.
4. Complainants will be asked to provide a preliminary category describing the nature of their allegations, selecting from:
    a. Force. A complaint alleging that a BPD officer used force that was not objectively reasonable. Excessive force is force that is not objectively reasonable from the perspective of a reasonable officer in the same circumstances. ***Excessive force will not be tolerated***.
    b. Abuse of authority. A complaint alleging that an officer took actions for a purpose other than to accomplish a lawful law-enforcement objective, including unauthorized searches or seizures of persons, houses, papers, and effects or inappropriate entry onto private property. Abuse of authority includes racial profiling or other biased policing, as described in *DD03 Fair and Impartial Policing*, Section IX E.
    c. Courtesy. A complaint alleging that a BPD employee acted in a rude or unprofessional manner, used rude or offensive gestures or profane language.
    d. Offensive language. A complaint alleging that a BPD employee used language that was degrading on the basis of ethnicity, race, gender, sexual orientation, or any other protected class as described in 13 VSA § 1455.
    e. Neglect of duty. A complaint alleging that a BPD employee did not respond to or address an incident or complaint in a reasonable manner.

f. Other department violation. A complaint alleging a violation that does not fit into the above categories.

B. **Citizen allegations**. These are external complaints. Anyone can lodge a complaint against a BPD employee.

1. Complaints in writing. Any person can use the online *Burlington Police Department Online Citizen Complaint Form* or complete a written *Citizen's Complaint Form*. Any person making a complaint can choose to remain anonymous. If the person provides contact information, a BPD supervisor will contact the person to confirm receipt of the complaint within two business days, and will copy a designated member of the Board of Police Commissioners.
2. Verbal complaints. Any person can make a verbal complaint. If the person verbally makes a complaint to a non-supervisory employee, the employee will listen and record basic facts. If the employee has a body-worm camera, the employee will activate it. The employee will then direct the person to a supervisor for additional documentation and/or to the variety of reporting methods described in Section (A) above. If the person elects not to document the complaint with a supervisor, the employee who received the complaint will share the basic facts with the Officer in Charge (OIC) prior to the end of the shift. The OIC will fill out a copy of the *Citizen's Complaint Form* with as much information as is available and inform the Deputy Chief of Administration and the Chief of Police.

C. **Employee allegations**. These are internal complaints. Any employee can lodge a complaint against another employee. The employee may use the online *Burlington Police Department Online Citizen Complaint Form* or complete a written *Citizen's Complaint Form*. More frequently, the employee may verbally transmit the complaint to any BPD supervisor. The supervisor will notify the Chief of Police, via the chain of command.

1. The Human Resources Department. The employee may also make the complaint to the City of Burlington Human Resources department. If the employee belongs to a union, the employee may also make the complaint to a representative of that union.
2. Reporting corruption. If the complaint alleges corruption, employees must follow the reporting procedures described in *DD43 Reporting of Corruption and other Misconduct*.
3. Other reporting venues. Nothing described herein shall prevent an employee from reporting criminality to an appropriate law-enforcement entity other than the BPD, such as the Vermont State Police, the Office of the Chittenden County State's Attorney, the Office of the Vermont Attorney General, the United States Attorney's Office for the District of Vermont, or federal law-enforcement agencies such as the Federal Bureau of Investigation.

D. **The Board of Police Commissioners**. All *Burlington Police Department Online Citizen Complaint Forms* are automatically forwarded to the Burlington Police Commission via email. For any written *Citizen's Complaint Form* received by the BPD or filled out by an OIC, the Deputy Chief of Administration will transmit it to the Police Commission within five business days of receipt.

E. **Minor misunderstandings**. An exception to the BPD's citizen complaint policy applies to minor misunderstandings on the part of a complainant, which can be quickly resolved with an explanation of state law and/or BPD policy. Such minor misunderstandings may be resolved by the line supervisor and should be documented on either the Shift Report or via an e-mail to the Deputy Chief of Administration and the Chief of Police. If the complaining citizen is not satisfied with this resolution, the line supervisor will assist the citizen in completing a *Citizen's Complaint Form*.

F. **Review or investigation**. Upon receiving a complaint, the Chief of Police will determine whether a supervisor review, an Administrative Review, or an Internal Investigation is appropriate. The Chief of Police will forward all relevant information to the Deputy Chief of Administration, who will assign a supervisor to conduct the appropriate review or investigation.

1. If the review determines that a complaint may involve possible criminal conduct, the Chief of Police will refer it to the Vermont State Police for investigation and/or consult with the Chittenden County State's Attorney's Office to determine appropriate next steps.

III. SUPERVISOR REVIEWS, ADMINISTRATIVE REVIEWS & INTERNAL INVESTIGATIONS

It is a standard supervisory responsibility that a first-line supervisor should examine subordinate conduct for the purpose of performance counseling and coaching. External or internal complaints require more substantial review. All valid complaints will be reviewed. There are three levels of review, listed below, from least to most complex. All reviews begin from the allegations in the written complaint, if one is available, or statements made by the complainant. All reviews examine available Department reports and records, such as recordings from the Emergency Communications Center, Valcour incident narratives, or body-worn camera video. All reviews result in an overview and recommendation for the Chief of Police.

A. **Supervisor review**. The Deputy Chief of Administration will select a supervisor to conduct a review of the complaint. The supervisor shall have no interest in or attachment to the issue or employee(s) being reviewed. Subject employees are not automatically informed of supervisor reviews unless an interview is required (see A.1, below), or the complaint is "sustained."

1. If the assigned supervisor determines that it is necessary to conduct a formal, noticed interview of any BPD employee, the assigned supervisor will so inform the Deputy

Chief of Administration, who will transition the supervisor review into an Administrative Review.
2. If the assigned supervisor determines that there is a possible violation of *DD03 Fair and Impartial Policing* or *DD05 Statewide Policy on Police Use of Force*, the assigned supervisor will so inform the Deputy Chief of Administration, who will transition the supervisor review into an administrative review.

B. **Administrative Review**. The Deputy Chief of Administration will select a supervisor in the rank of lieutenant or above to conduct an Administrative Review. The supervisor shall have no interest in or attachment to the issue or employee(s) being reviewed.

1. If the assigned supervisor determines that it is necessary to conduct a formal, noticed interview of any BPD employee, as subject or witness, the supervisor will provide a formal notice to the employee. Immediately prior to beginning the administrative interview, the supervisor will provide a Garrity warning. Templates of the notice and the Garrity warning are included in the appendix of this directive.
2. If the assigned supervisor determines that the review indicates a pattern of misconduct beyond the specific allegation, the assigned supervisor will so inform the Deputy Chief of Administration, who will transition the Administrative Review into an Internal Investigation.
3. If the assigned supervisor determines that the review, if it proves the allegation(s), could lead to a substantial penalty involving suspension, demotion, or termination, the assigned supervisor will so inform the Deputy Chief of Administration, who will transition the Administrative Review into an Internal Investigation.

C. **Internal Investigation**. The Deputy Chief of Administration will select a supervisor in the rank of lieutenant or above who has attended an accredited Internal Affairs Investigator course to conduct an Internal Investigation. The supervisor shall have no interest in or attachment to the issue or employee(s) being investigated.

1. If the assigned supervisor determines that it is necessary to conduct a formal, noticed interview of any BPD employee, as subject or witness, the supervisor will provide a formal notice to the employee. Immediately prior to beginning the administrative interview, the supervisor will provide a Garrity warning. Templates of the notice and the Garrity warning are included in the appendix of this directive.
2. If the assigned supervisor develops reasonable suspicion that the incident under investigation involves a crime, the assigned supervisor will immediately notify the Deputy Chief of Administration, who will report it to the Chief of Police. In consultation with the Burlington City Attorney, the Chief of Police will determine whether to continue the Internal Investigation or refer it to another agency, such as the Vermont State Police.

IV. SUPERVISORY AUTHORITY

All supervisory personnel, to include sergeants, lieutenants, the Executive Manager, the Assistant Director of Crisis, Advocacy, Intervention Programs (CAIP), and deputy chiefs, have the authority to take the following disciplinary actions against a subordinate:

A. **Issue verbal reprimands**.

B. **Issue written reprimands**.

C. **Temporarily place an employee on administrative leave**. Any supervisor can order a subordinate to take temporary administrative leave. Upon observing or learning about misconduct that, in the supervisor's estimation, renders the employee incompetent or incapable, the supervisor can place the subordinate on paid administrative leave for the duration of the shift on which the conduct was revealed.

    1. Such leave can only extend to the next shift for which the Chief of Police or a deputy chief (or, if applicable, the Assistant Director of CAIP) is available.

D. **Recommend further disciplinary action to the Chief of Police**.

V. EMPLOYEE RIGHTS AND OBLIGATIONS

The rights and obligations of employees who are under investigation and subject to interrogation for any reason that could reasonably lead to disciplinary action are set forth in the collective bargaining agreements, specifically the *Agreement between the City of Burlington and the Burlington Police Officers' Association* (hereafter the BPOA CBA) and the *Agreement between the City of Burlington and Local 1343 of the American Federation of State, County, and Municipal Employees* (hereafter the AFSCME CBA). **The procedure outlined in the BPOA CBA contract shall be followed for all Internal Investigations**. This procedure shall be used for any BPD employee, sworn or unsworn, regardless of the involved employee's position or role. Additionally, for all BPD employees, the following shall also apply:

A. **Notice**. For any Administrative Review or Internal Investigation in which an employee is to be administratively interviewed, the employee will be informed in writing prior to the interview. The notice will inform the employee whether he or she is a subject or witness. The notice will include the rules or directives that are alleged to have been violated. The notice will name the assigned investigator, if available. The notice will include referral for employee wellness services. At the time of the administrative interview, a Garrity warning will be provided to the employee. Templates of the notice and the Garrity warning are included in the appendix of this directive.

B. **Scope of interviews**. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts that pertain to the incident that is the subject of the investigation.

1. Truthfulness. As stated in *DD01 Law Enforcement Role & Authority, Ethics, Department Rules*, Rule 26, employees shall truthfully answer all questions specifically directed to the scope of employment and operations of the BPD, to include questions asked during the course of an Internal Investigation.

C. **Prohibitions**. No employee shall be compelled to take a polygraph, participate in a photo or live line-up, disclose financial records, or submit to medical or laboratory examinations during the course of an Administrative Review of Internal Investigation.

D. **Prompt process**. Administrative Reviews and Internal Investigations shall be completed and findings shall be issued promptly, normally within thirty days. The time required may vary from case to case based on the nature of the allegation(s) and the complexity of the investigation. If additional time is necessary to complete the investigation, the Chief of Police may authorize an extension of up to sixty days, for a maximum time limit of ninety days from receipt of the complaint to the issuance of findings.

1. Criminal investigations. For any Internal Investigation into a matter that also involves a criminal investigation into the matter, such as an officer-involved shooting or lethal-force incident as described in *DD05 Statewide Policy on Police Use of Force* Appendix A, the criminal investigation—and, if applicable, prosecution—shall proceed and conclude prior to the conclusion of the BPD's Internal Investigation. The ninety-day time limit shall not include the time required for the criminal investigation or prosecution. The BPD shall not interview an employee prior to the employee's being interviewed by the criminal investigators.
    a. An officer-involved shooting or other lethal-force incident that is determined to be lawful and justified by the Attorney General and/or State's Attorney, and that does not result in any complaint, will be recategorized from an Internal Investigation to a standard Use of Force Review.

VI. ADMINISTRATIVE QUALITY CONTROL

The Chief of Police shall accept all complaints. The Deputy Chief of Administration shall oversee the processing of external and internal complaints, and the execution of supervisor reviews, Administrative Reviews, and Internal Investigations.

A. **Complaint tracking**. On a regular basis, the Deputy Chief of Administration shall report the status of all complaints and reviews directly to the Chief of Police. On a regular basis, the Deputy Chief will also communicate with a designated member of the Board of Police Commissioners. Furthermore, upon request, the Deputy Chief will provide status updates or resolutions to the Board of Police Commissioners in executive session at each monthly meeting.

B. **Procedures**. Upon receiving a complaint from the Chief of Police, the Deputy Chief of Administration will select a supervisor to conduct the review.

1. The supervisor conducting the review shall have freedom of movement and authority to examine all BPD reports and records, including audio and video records, regarding infractions of Departmental policy, procedure, or rules and regulations. A supervisor conducting noticed administrative interviews shall have the authority to question any BPD employee regarding infractions of BPD or City training, directives, or practices.
    a. Employees subject to administrative interview are required to answer all questions specifically directed to the scope of employment and operations of the BPD truthfully.
    b. No employee shall be subject to retaliation for any statements made during an administrative interview; this shall not prevent the employee from being subject to discipline for conduct revealed during an administrative interview.
2. No retaliatory measures shall be taken against any supervisor who has properly conducted a review, unless in the process the law is broken and/or misconduct occurs.
3. Upon completion of reviews, the Deputy Chief of Administration will forward all findings to the Chief of Police.

C. **Complaint records to be confidential**. The Deputy Chief of Administration shall maintain a complete record of complaints. These records shall be maintained separate from all other BPD records and shall be strictly confidential.

D. **Record of complaints**. The Deputy Chief of Administration, or his/her designee, will maintain a written record of each complaint.

1. That written record will at a minimum include:
    a. The name(s) of the employee(s) involved.
    b. The name(s) of the complainant(s), if known.
    c. The date of receipt of the allegation.
    d. The date of the alleged incident, if known.
    e. The type or nature of the allegation.
    f. The name(s) of the supervisor who conducted the review.
    g. The final disposition of each complaint.
    h. How the matter was closed out with the complainant.
2. In addition, if the complaint involves an allegation of excessive use of force, or an allegation of dishonesty or other serious misconduct, the written record will include:
    a. A description of all action taken in response to the complaint.
    b. An inventory of all witnesses, documents, evidence, or other information obtained or consulted in the course of the review.

E. **Supervisor responsibility**. Supervisors are responsible for the prompt investigation of all alleged acts of misconduct or other breaches of discipline by employees they supervise. At a minimum, such allegations compel the supervisor to elevate the allegations through the chain of command.

F. **Communication with the complainant**. The Deputy Chief of Administration shall ensure the following with regards to maintaining contact with the original complainant and will copy a designated member of the Board of Police Commissioners:

1. The Deputy Chief of Administration will advise the complainant when the complaint is received.
2. When reasonable, the Deputy Chief of Administration will periodically inform the complainant as to the status of the complaint, including its resolution.

G. **Statistical summary**. On an ongoing basis, the Deputy Chief of Administration shall compile a statistical summary of all complaints investigated. This summary shall include the number of supervisor reviews, Administrative Reviews, and Internal Investigations and the category of disposition of each. This summary shall be made available to agency employees and the Board of Police Commissioners upon request. If a trend indicating the need for training is detected, the Deputy Chief of Administration shall make appropriate recommendations to the Training Unit and the Chief of Police and inform the Board of Police Commissioners. Additionally, each instance in which a complaint is received is an opportunity to examine practices, procedures, and conduct. Each should be examined and alterations to policy, practice, or operations incorporated swiftly as necessary.

VII. AUTHORITY AND ACTIONS OF THE CHIEF OF POLICE

The Chief of Police derives authority from the Municipal Charter of the City of Burlington. Specifically, in 24 App. VSA ch. 3, § 183 (a), the charter states:

> Whenever it shall appear to the Chief that any member of said force has become incompetent, inefficient, or incapable from any cause, or is or has been negligent or derelict in his or her official duty, or is guilty of any misconduct in his or her private or official life, or whenever any well-grounded complaints or charges to such effect are made in writing to the Chief by a responsible person against such member, the Chief may investigate and, after appropriate notice and hearing, dismiss such member from the force, order a demotion in rank, or suspend the member without pay for a specified time period in excess of 14 days. In connection with any possible dismissal, demotion, or suspension for more than 14 days, the Chief's notice to the member shall be given at least 48 hours prior to any hearing and shall include a description of the charges being considered. In connection therewith, the Chief shall have the power to subpoena witnesses and to administer the oath to such witnesses. The Board of Police Commissioners shall hear any appeal filed in a timely manner with respect to such actions of the Police Chief. The time of filing an appeal and the nature of the appellate process shall be as determined by such Board of Regulation. Following its consideration of any such appeal, the Board may affirm, modify, or vacate the decision made by the Chief of Police.

Furthermore, 24 App. VSA ch. 3, § 183 (d) states:

> The Chief may, without notice or hearing for any infraction, violation, or disobedience of any of the rules and regulations of the Police Department that may seem to the Chief sufficient, suspend from duty without pay any member of the police force for a period not to exceed 14 days.

By practice and by this directive, the Chief of Police shall accept all complaints, inform the Board of Police Commissioners of all complaints, and direct that complaints be reviewed. The Deputy Chief of Administration shall ensure the reviews are conducted by appropriately trained supervisors. The Chief of Police shall assesses the reviews, issues findings based on the reviews, and, as appropriate, levies non-disciplinary action or disciplinary action.

A. **Totality of circumstance**. It is not practical, nor possible, to establish a firm and set penalty and corrective measure for every conceivable situation necessitating disciplinary action. Extenuating, mitigating, or aggravating circumstances and other factors will govern the severity of disciplinary action.

B. **Administrative leave**. Unlike suspension without pay, administrative leave is an employment status that continues to remunerate the employee at his or her normal base compensation. As described in the *City of Burlington Comprehensive Personnel Policy Manual*, in Section 6.17, the Chief of Police can place a BPD employee on paid administrative leave from duty at any time that the Chief believes it is in the best interests of the BPD or of the employee that the employee be placed on a leave from his or her duties. Examples of reasons for a paid administrative leave include but are not limited to: the need to conduct an Internal Investigation; the need for criminal charges to be pursued; the need to curtail the subject employee's access to CJIS while under investigation. Furthermore, paid administrative leave may be warranted if, in the judgment of the Chief of Police, the employee's continued presence at work is detrimental to the efficiency of the BPD, the wellbeing or morale of other BPD employees, or the best interests of the public.

C. **Findings**. The Chief of Police shall:

1. Assess every review to determine the appropriate disposition.
2. Make a finding, using the following categories of disposition:
    a. Unfounded. The act or acts described in the complaint did not occur or did not involve BPD employees.
    b. Exonerated. The act or acts described in the complaint did occur, but were justified, lawful, and proper.
    c. Non-sustained. The review failed to disclose sufficient evidence to prove or disprove the allegations made in the complaint.
    d. Sustained. The review disclosed sufficient evidence to prove the allegations made in the complaint.
    e. Non-involved. The review established that the individual named in the complaint is not involved in the alleged incident.

3. The Chief of Police or his/her designee shall make reasonable efforts to notify the complainant, in writing, of the outcome of the review and will copy a designated member of the Board of Police Commissioners.
4. At the conclusion of any supervisor review that results in a "sustained" disposition, or at the conclusion of any Administrative Review or Internal Investigation, the Chief of Police or Deputy Chief of Administration will notify the subject employee, in writing, of the disposition. The employee will have the right to confront the evidence in the review and seek redress or reevaluation from the Chief of Police.

D. **Loudermill hearing**. Upon issuing a "sustained" disposition for an Internal Investigation for which the discipline is likely to include suspension, demotion, or dismissal, the Chief of Police will afford the subject employee with a Loudermill hearing. In keeping with *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985), this is a hearing that allows the employee to explain or justify his or her conduct, or rebut evidence, or provide a counternarrative to the case. The Chief will deliver a Loudermill notice to the employee and set a hearing within a reasonable time. The notice will include a specific description of the charges, an explanation of the BPD's evidence, and a preliminary disciplinary proposal. The hearing permits the subject employee to confront the allegations, correct any errors in the Internal Investigation, and address the type or level of discipline being considered.

E. **Deliberation**. When considering a disposition and possible discipline for Administrative Reviews or Internal Investigations, the Chief of Police shall consult with the Mayor, and/or the City Attorney, and/or the Director of Human Resources as necessary.

VIII. DISCIPLINE

After issuing findings, the Chief of Police shall determine appropriate discipline. In certain instances, described below in IX C 2, the Chief of Police must share a *recommendation* for discipline with the Police Commission prior to *finalizing* that discipline. The BPD strives to engage in progressive and corrective discipline. Whenever it is necessary to discipline an employee, it shall be done fairly and in such a manner as not to embarrass the employee in front of the public or fellow employees.

A. **Continuum of response**. Outcomes of reviews or investigations may result in a continuum of responses that includes education and training, performance counseling, corrective action, or discipline. The continuum includes but is not limited to (responses may include more than one of the items in the continuum in some instances):

1. Verbal performance counseling or coaching
2. Training/re-training
3. Written performance notation/ Coaching Report
4. Written counseling/"Performance File Entry"
5. Referral to professional counseling, such as the Employee Assistance Program
6. Written reprimand—the first level of "discipline"
7. Reassignment

8. Suspension or forfeiture of pay
9. Demotion
10. Dismissal

B. **Training and corrective discipline**. The BPD recognizes and encourages the use of training as an effective method of improving employee productivity, morale, and adherence to policies. The BPD agrees with the tenets of progressive and corrective discipline, where appropriate.

C. **Severity of discipline**. The severity of a disciplinary action shall be commensurate with the cause of the action. The specific types of disciplinary measures to be taken against an employee are defined in the applicable collective bargaining agreement or the City's Personnel Policy.

D. **Verbal counseling**. The BPD encourages supervisors to verbally counsel and coach employees for minor transgressions, when appropriate. Counseling shall not be considered a disciplinary measure and may not need to be documented. There may be occasions, however, when a supervisor will document an informal verbal counseling in the employee's performance file. This notation is not discipline. It is merely a record of the issue made available to other supervisors should there be additional transgressions of this same nature. The documentation will be on the BPD's triplicate form entitled "Employee Performance Entry." One copy is provided to the employee, one copy is sent to the Deputy Chief of Administration, and one copy remains in the performance file until it is removed. Any action taken beyond informal employee counseling and that documentation shall be considered a disciplinary action and must be consistent with the provisions of this directive and the applicable contract or policy.

E. **Purpose of disciplinary decisions**. It is critical that a system of discipline be established that contributes to minimizing abuse of police authority and promotes the BPD's reputation for professionalism. Each employee must understand and be guided by the BPD's standards. It is recognized and understood that employees will make errors in judgment from time to time in carrying out their responsibilities. While each error in judgment offers an opportunity for the BPD and the employee to learn, it is also understood some errors will have greater consequences than others for the public, the BPD, and the employee. The BPD has an obligation to make its expectations as clear as possible to its employees. The BPD has an equal obligation to make the consequences for failing to meet those expectations clear.

F. **Factors in disciplinary decisions**. Described here are the factors that will be considered in the disciplinary decision process for alleged breaches of policy or rules.

1. Employee motivation. The BPD exists to serve the public. Whether or not the employee was acting in the public interest will be a mitigating or aggravating factor. As an example, arresting a dangerous criminal is in the public's interest. Violating a criminal's Constitutional rights is not in the public's interest. The greater public

interest is for the BPD to carry out its responsibilities while protecting the public's Constitutional guarantees.

2. Degree of harm. The degree of harm that an error causes is also an aspect in deciding the consequences of an employee's conduct. Harm can be measured in a variety of ways, including monetary cost to the department and community, physical injury to a person, or the impact of the error on public confidence.
3. Employee experience.
4. Intentional and unintentional errors.
    a. An unintentional error is an action or decision that turns out to be wrong, but based upon the information available at the time it was taken, seemed to be in compliance with policy and the most appropriate course. Unintentional errors also include those momentary lapses of judgment or acts of carelessness that result in minimal harm. Employees will be held accountable for these errors but the consequences will be more corrective than punitive unless the same errors persist.
    b. An intentional error is an action or a decision that an employee makes that is known (or should be known) to be in conflict with law, established training, or procedures, rules, or policy. Generally, intentional errors will be treated more seriously and carry greater consequences than unintentional errors. Within the framework of intentional errors there are certain behaviors that are entirely inconsistent with the responsibilities of the police profession. These include lying, theft, physical abuse of citizens, and other equally serious breaches of the trust placed in members of the police profession. The nature of the police responsibility requires that police officers be truthful. An employee will face discharge from the BPD when it is clear that the employee is intentionally engaging in an effort to be untruthful.
5. Employee's past record. To the extent allowed by law and policy, an employee's past record will be taken into consideration in determining the consequences of a failure to meet the BPD's expectations.

G. **Fair and consistent**. There are often circumstances that may have contributed to errors of judgment or poor decisions that need to be considered when determining the appropriate consequences for conduct found to be improper. Disciplinary action must be imposed in a consistent and fair manner. Consistency is defined as holding everyone equally accountable for unacceptable conduct. Fairness is defined as understanding the circumstances that contributed to the conduct while applying the consequences in a way that reflects this understanding. In order to ensure that employees are treated in a consistent and fair manner, the application of consequences for conduct that is not in keeping with the BPD's expectations will be based upon a balanced consideration of factors. Following the careful consideration of all applicable factors in any disciplinary review, every effort will be made to determine the consequences that consistently and fairly fit each specific incident.

IX. BOARD OF POLICE COMMISSIONERS

By charter, the Board of Police Commissioners is the appellate body for BPD employees who grieve discipline and is the approval body for changes, modifications, or additions to the BPD's rules and regulations. By directive, the Board of Police Commissioners also has a robust monitoring role. The Police Commission shall receive copies of all external and internal complaints made against BPD employees. Complaints filed online will be immediately transmitted to the Police Commission via email forwarding, and written complaints will be transmitted to the Police Commission by the Deputy Chief of Administration within five business days of receipt.

A. **Status updates**. The Chief of Police and Deputy Chief of Administration will provide status updates about complaints against employees at the first Police Commission meeting following receipt of the complaint, unless the matter is of such urgency that a special meeting is required. To preserve employee privacy, complaints shall only be discussed in executive session.

B. **Records and video**. At the request of any member of the Police Commission who has completed a fingerprint-supported background check and required CJIS training, the Chief of Police will make the written record of any completed supervisor review, Administrative Review, or Internal Investigation available. At the request the Police Commission, other materials such as body-worn-camera footage and dispatch audio will also be shared, if not prohibited by law (see, for example, 1 VSA § 317 and 33 VSA § 5117). Material(s) may not be shared with a Police Commissioner who has not met the CJIS requirements. Such material is not for public disclosure, and will only be discussed in executive session.

    1 Statements made in administrative interviews by employees who are the subject of a review can only be shared with the Police Commission when it acts as an appellate body, as per the BPOA CBA, and will be redacted unless being used in an appeal.
    2. Police Commissioners have AXON accounts through which they can watch body-worn-camera footage of any incident that is the subject of a complaint, unless the incident is otherwise controlled by an outside law-enforcement entity or the Vermont Judiciary, particularly the Family Division. Random audit of body-worn-camera footage is prohibited.
    3. If a complaint has been referred by the BPD to an outside entity such as the Vermont State Police or Chittenden County State's Attorney's Office for investigation of possible criminal conduct, the materials will be made available to the Police Commission if the outside entity approves and determines that the materials may be disclosed to the Police Commission without adversely affecting any possible prosecution.

C. **Summaries**. Upon issuing findings and/or determining a disposition and resolving a complaint, the Chief of Police will summarize the findings and disposition or recommended disposition for the Police Commission in executive session.

1. For lower- and mid-level complaints, the Chief of Police will provide a verbal or written summary of the complaints and their status or disposition in executive session.
2. For higher-level complaints, such as those involving an allegation of excessive use of force, dishonesty, discrimination, harassment, or other serious misconduct; or for any lower- or mid-level complaint that is likely to result in discipline beyond a written reprimand; or for any other conduct for which suspension or termination is recommended, the Chief of Police will provide the Police Commission with a full verbal briefing of the allegations and the recommended disposition of the case in executive session.

D. **Police Commission response**. For complaints described in C 2, above, after receipt of the summary and the written Administrative Review or Internal Investigation report, the Police Commission may:

1. Accept the Chief's summary and recommended action in full or in part;
2. Request additional information;
3. Request that the Chief reconsider the action and/or make a recommendation to the Chief about the investigation, process, disposition (including recommending a range of sanctions for the misconduct), or other aspect of the matter; or
4. Postpone action to a later date, but no later than fourteen (14) days from the date of initial receipt of the summary, or no later than fourteen (14) days from the date of the Police Commission's receipt of requested additional information requested in D 2, above, whichever is later. The Police Commission may then select from D 1 or 3, above.

E. **Chief of Police response**. The Chief of Police may accept or reject the Police Commission's recommendations. If the Chief rejects the Police Commission's recommendations, the Chief shall explain to the Police Commission why the recommendations were not accepted.

1. If a majority of the Police Commission disagrees with the Chief's decision, the Police Commission Chair shall report this to the Mayor. Police Commission members should take care to avoid unauthorized disclosure of confidential information. To that end, any Commissioner may consult with the City Attorney's Office to obtain advice related to, among other things, the use and disclosure of confidential information.

F. **Misconduct by the Chief of Police**. Whenever the Police Commission becomes aware of allegations of misconduct by the Chief of Police, or if the Police Commission has concerns about the performance of the Chief of Police, the Chairperson of the Police Commission shall report this to the Mayor in a timely manner. In the event that the Chief of Police has engaged in misconduct pursuant to 20 VSA § 2401, also known as Act 56, the Chairperson of the Police Commission shall report this to the Chairperson of the Vermont Criminal Justice Council.

X. ACT 56

Conduct that falls within the categories of "Category A conduct," "Category B conduct," or "Category C conduct," as defined in 20 VSA § 2401, also known as Act 56, must be treated in accordance with that statute. The Chief of Police will report such conduct appropriately to the Vermont Criminal Justice Council. As stated in 20 VSA § 2404, the BPD shall conclude its investigation even if the officer resigns from the agency during the course of the investigation.

XI. APPEALS

Any appeal relative to disciplinary action shall be handled by the Board of Police Commissioners, according the Municipal Charter of the City of Burlington, 24 App. VSA ch. 3, § 190 (a): "The Board of Police Commissioners shall hear any appeal filed in a timely manner with respect to such actions of the Police Chief. The time of filing an appeal and the nature of the appellate process shall be as determined by such Board of Regulation. Following its consideration of any such appeal, the Board may affirm, modify, or vacate the decision made by the Chief of Police."

XII. DISMISSAL

All dismissals shall be in accordance with the City Charter. If employee misconduct results in dismissal of a non-probationary employee, it shall be the responsibility of the Chief of Police or his/her designee to provide the information regarding the dismissal to the affected employee, including: the effective date; reason; status of benefits; and information regarding the content of the employee's personnel file as it relates to the dismissal.

XIII. RETENTION OF RECORDS

A. **Performance file entries**. Entries in performance files may be used for progressive discipline for a maximum of two (2) years from the date of entry. Those are generally non-disciplinary matters such as short notations of verbal counseling or training; performance plans; letters of counseling or coaching; or other non-disciplinary documents.

B. **Disciplinary entries in the personnel file**. Absent additional discipline being imposed during the time frames noted below, the following timelines are established for relevance in establishing progressive discipline:

1. Letters of reprimand and any other discipline short of suspension are relevant for a maximum of two (2) years from the date of the initiation of any supervisor review, Administrative Review, or Internal Investigation of the event/conduct.
2. Disciplinary actions resulting in a suspension are relevant for a maximum of four (4) years from the date of the initiation of any Internal Investigation of the event/conduct.
3. Records relating to significant discipline that does not result in termination but that triggers a suspension of one week or more—including but not limited to cases involving sexual harassment, harassment based on any protected category defined in

21 VSA 495, significant issues related to response to resistance/use of force, any criminal activity, and veracity—may be retained permanently.

XIV. ADDITIONAL SOURCES & REFERENCES

Agreement between the City of Burlington and the Burlington Police Officers' Association

Agreement between the City of Burlington and Local 1343 of the American Federation of State, County, and Municipal Employees

Comprehensive Personnel Policy Manual for the City of Burlington and the Burlington Electric Department

Reviewed and adopted by the Burlington Police Commission on June 18, 2024.

Jon Murad, Chief of Police — July 1, 2024 Effective Date

# # #

APPENDIX

Appendix 1. Citizen's Complaint Form
Appendix 2. Citizen Complaints, Supervisor Reviews, Administrative Reviews & Internal Investigations Flow Chart
Appendix 3. Notice of Administrative Review / Internal Investigation
Appendix 4. Notice of Administrative Interview / "Garrity Warning"
Appendix 5. Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees, August 2020

# # #

POLICE DEPARTMENT
CITY OF BURLINGTON

APPENDIX 1

CITIZEN COMPLAINT PROCESS

The Burlington Police Department (BPD) and City of Burlington Police Commission (the "Police Commission") are dedicated to ensuring the public safety of all persons in the confines of our City. To that end, we are committed to earning and maintaining the public trust. This commitment led us to develop a process to address complaints from community members about how BPD accomplishes its mission of public safety.

As part of the process, we encourage community members to report allegations of improper conduct on the part of BPD's sworn officers and non-sworn staff. These complaints, which are vital to ensuring BPD's legitimacy and effectiveness, will be reviewed and investigated in a prompt, open, and expedient fashion that includes review by the Police Commission, a group of citizen volunteers.

Any person may make a complaint by submitting the attached form in person or by mail to the BPD (One North Avenue, Burlington, VT 05401). If you prefer, you may submit the form to a City Councilor, *https://www.burlingtonvt.gov/CityCouncil*, the Mayor's Office, *https://www.burlingtonvt.gov/Mayor,* or in person to the Executive Manager, Shannon Trammell, at One North Avenue, strammell@bpdvt.org, or (802) 540-2107.

We encourage you to keep a copy of the completed complaint form for your reference. If you submit the form in person, we would be happy to make a photocopy for you at that time. When you submit the form, your complaint will be assigned a reference number so that you may track your complaint. You will also be notified of the disposition of your case when the investigation is complete. If you choose to remain anonymous, we will not be able to follow up with you regarding your submission

Please feel free to contact Shannon Trammell in the office of the Chief of Police, at strammell@bpdvt.org or (802) 540-2107, during normal business hours if you have any questions regarding this complaint process.

Sincerely,

Shawn Burke
Interim Chief of Police
Burlington, Vermont

Robert Depper, Chair
City of Burlington Police Commission

POLICE DEPARTMENT

CITY OF BURLINGTON

APPENDIX 1

CITIZEN'S COMPLAINT FORM

You are not required to provide your name or any identifying information. However, please be aware that the complaint investigator's ability to thoroughly investigate a complaint could be impeded if the investigator has no means to follow up with a complainant. If you wish to remain anonymous, please consider providing an anonymous email address below. Please select your reporting preference.

ANONYMOUS? _____(leave contact info blank) INCLUDE MY CONTACT INFORMATION: _____

YOUR NAME: FIRST_____LAST_____

MAILING ADDRESS: _____

PRIMARY PHONE #: _____SECONDARY PHONE #:_____

EMAIL ADDRESS: _____

DATE OF BIRTH: _____

The Burlington Police Commission is collecting information on the age, race/ethnicity and gender of complainants in order to better understand the needs and experiences of community members. Please complete as much information as you feel comfortable providing.

AGE: _____

GENDER: ☐ Female ☐ Male ☐ Non-binary/third gender ☐ Transgender
☐ Prefer not to say ☐ Prefer to self-describe: _____

RACE/ETHNICITY: ☐ Asian/Pacific Islander ☐ Black/African American
☐ Hispanic ☐ Native American ☐ White/Caucasian ☐ Other:_____

DO YOU HAVE A DISABILITY? Yes No

INCIDENT DETAILS

DID THE INCIDENT INVOLVE A BURLINGTON, VT POLICE OFFICER? ☐ Yes ☐ No

DATE OF INCIDENT:_____TIME OF INCIDENT:_____

LOCATION OF INCIDENT: _____
Enter the address or nearest intersection where the incident took place.

OFFICER(S) INVOLVED (Enter the name(s) and/or badge number(s) of officer(s) involved. If unknown, enter physical descriptions):

_____

POLICE DEPARTMENT
CITY OF BURLINGTON

APPENDIX 1

DESCRIPTION OF INCIDENT: Please describe the incident in detail. Use additional paper if necessary.

DESCRIBE ANY PHYSICAL INJURIES OR TRAUMA SUSTAINED DURING THE INCIDENT:

WERE ANY INJURIES OR TRAUMA CAUSED BY POLICE ACTION? If so, please describe.

WITNESSES TO INCIDENT:

NAME:_____ ADDRESS:_____ PHONE_____

NAME:_____ ADDRESS:_____ PHONE_____

NAME:_____ ADDRESS:_____ PHONE_____

AUDIO/VIDEO RECORDINGS. Are you aware of any audio or video recordings that may have captured the incident? If so, please provide details._____

SIGNATURE:_____ DATE:_____

CITIZEN COMPLAINTS, SUPERVISOR REVIEWS, ADMINISTRATIVE REVIEWS & INTERNAL INVESTIGATIONS

APPENDIX 2

INTERNAL COMPLAINT
Performance issues or improper conduct observed by coworkers or supervisors; also guided by DD43 Reporting Corruption

EXTERNAL CITIZEN COMPLAINT
Anyone can make a complaint, to be filed via the online portal, in person, or on paper, or referred by local stakeholders (City Council, Police Commission, etc.)

Does it refer to the wrong Burlington (e.g., Iowa) or the wrong agency or wrong city department? And/or is it clearly mental-health related? And/or is it a crime complaint? And/or is it prima facie false?

NO

YES
Respond if possible; close as "Invalid Complaint."

Is there a use-of-force with Injury? And/or is there reasonable suspicion of a criminal violation? And/or is there a referral to an outside agency such as the Vermont State Police or Attorney General's office?

NO

YES

SUPERVISOR REVIEW
Assigned to a supervisor

Does the supervisor need to notice and formally interview the subject employee(s)? And/or is there a possible violation of DD03 or DD05?

NO YES

Complete the SR

ADMINISTRATIVE REVIEW
Assigned to a Lieutenant or DC

Does the misconduct indicate a pattern of behavior? And/or is it likely that there will be a substantial penalty involving suspension or termination?

NO YES

Complete the AR

INTERNAL INVESTIGATION
Assigned to a Lieutenant or DC

Complete the BIA.

Refer to Chief of Police for review.
The Chief reviews with H/R, City Attorney, Mayor as necessary.

Does the Chief need to interview the subject or afford the subject an opportunity to explain or rebut? Is discipline likely to include suspension or termination?

NO

YES

Loudermill Hearing

From "Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees" (August 2020): "For lower- and mid-level complaints, the Chief will provide a verbal or written summary of the complaints and their status ***or*** disposition in Executive Session. For higher-level complaints, such as those involving an allegation of excessive use of force, dishonesty, discrimination, harassment, or other serious misconduct; or for any lower- or mid-level complaint that results in discipline beyond a written reprimand; or for any other conduct for which suspension or termination is recommended, the Chief will provide the Police Commission with a full verbal briefing of the allegations and the recommended disposition of the case in executive session."

The Chief finalizes the disposition as per DD40 and offers discipline if appropriate. For sworn officers, this is guided by the "Agreement between City of Burlington and the BPOA," specifically §15, and for professional employees it is guided by the City's Personnel Policy Manual.

As per the August 2020 "Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees" agreement, the Police Commission may disagree with the Chief's determination and refer that disagreement to the Mayor.

The Chief follows Act 56 of 2017 and, if applicable, refers to the Vermont Criminal Justice Council.

The subject employee may grieve and appeal the Chief's decision to the Police Commission, as per City Charter 24 App. V.S.A. ch. 3, § 190.

If the subject employee is an officer, he/she may grieve and appeal the Police Commission's decision to arbitration, in accordance with the Agreement between City of Burlington and the BPOA §16.7(C).

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POLICE DEPARTMENT
CITY OF BURLINGTON

APPENDIX 3

NOTICE OF ADMINISTRATIVE REVIEW / INTERNAL INVESTIGATION
CONFIDENTIAL – DELIVERED BY HAND

TO: [employee name]
FROM: [supervisor name]
DATE: [date]
RE: Administrative Review #XX of 202X —or— Internal Investigation #XX of 202X

You are hereby notified that you are a [WITNESS or SUBJECT] in an Administrative Review or Internal Investigation. The allegations are as follows:

Allegation of a possible violation of [Rule XX – Name of Rule]
Allegation of a possible violation of [Rule XX – Name of Rule]

The investigator anticipated to be assigned to this is:

[name of assigned supervisor]

Additional orders and instructions related to this investigation include:

Any retaliation of hostile treatment toward any employee involved in this matter will be grounds for serious additional discipline, up to and including dismissal.

The Department would like to take this opportunity to remind you of the services available to all employees during times of increased stress or need via the Employee Assistance Program (EAP) or the Vermont Center for Responder Wellness (VCRW). Both are confidential services. The EAP program can be reached by calling 1-800-287-2173; Sonny Provetto at the VCRW can be reached at (802) 377-5137.

I acknowledge receipt of this memorandum: _____

Signature of supervisor making notification / date: _____

Please note that personnel subject to internal investigation have the right to have an attorney or other responsible representative of their choice present during their interview.

BURLINGTON POLICE DEPARTMENT
ADMINISTRATIVE INTERVIEW NOTIFICATION
Garrity Warning

APPENDIX 4

Employee to be interviewed: _____

Is the employee a WITNESS or SUBJECT ? *circle one*

Location and date of interview: _____

Before asking any questions, I am advising you of the Burlington Police Department's Administrative Review / Internal Investigation policy and your responsibility as an employee of the BPD.

An Administrative Review or Internal Investigation is about a violation of the Burlington Police Department's Rules and directives, not a criminal matter.

The purpose of this administrative interview is to ask for responses that will help in determining whether disciplinary action is warranted. The answers furnished may be used in disciplinary proceedings that could result in administrative action against you and any other employee of the Burlington Police Department, including reprimand, demotion, suspension, or dismissal.

All questions about the performance of official duties, including workplace conduct, must be answered completely and truthfully. Disciplinary action, including dismissal, may be undertaken if you refuse to answer completely and truthfully. See Department Directive 01 Rule 16 *Conduct Unbecoming* and Rule 26 *Truthfulness*.

Although this review is not about a criminal matter, you have a right to remain silent regarding any issues that may implicate you in a crime. Doing so will end the administrative interview and the matter at hand will be referred to a criminal investigation. No answers given or any information gained in this administrative interview may be admissible against you in any criminal proceeding.

You may have the presence of an attorney or anyone of your choice on a consulting basis—including, if applicable, a representative of your union. However, there will be no interference with the administrative interview by any party.

This administrative interview will be recorded. You are entitled to a copy of the recording.

Do you understand what I have said? _____

Do you understand that by not answering my questions you would be violating Department Directive 01 Rule 16 *Conduct Unbecoming*, i.e. the failure to cooperate with an Internal Investigation? _____

Acknowledgement of Administrative Inquiry Procedures:

I have had the above statement of the Administrative Interview Procedures read to me. I fully understand my responsibilities as an employee of the Burlington Police Department.

SIGNATURE: _____ **DATE:** _____ **TIME:** _____

INVESTIGATOR'S SIGNATURE: _____ **DATE:** _____ **BADGE #** _____

APPENDIX 5

BURLINGTON POLICE COMMISSION POLICY
Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees
Adopted August 25, 2020

Purpose: The purpose of this policy is to support principles of fair and impartial policing within the City of Burlington Police Department by adopting a procedure that defines the role of the Burlington Police Commission in reviewing complaints against agency members.

Policy:

1. When a complaint is received by the Burlington Police Department about the conduct of an employee of the Burlington Police Department, the Chief of Police shall cause that complaint to be investigated as soon as practical by an individual or individuals with no interest in or attachment to the issue or officer(s) being investigated. When a complaint is received by members of the Burlington Police Commission, the member of the Burlington Police Commission should encourage the person making the complaint to submit it via the Burlington City website or should personally take the complaint, attempting to capture all the information otherwise contained in the Citizen's Complaint Form. [See Appendix A]
    a. All complaints, whether generated externally or internally, are referred to as Citizen's Complaints.
    b. All Citizen's Complaints are documented on a spreadsheet maintained by the Deputy Chief of Administration, or designee.
    c. Lower-level and some mid-level complaints that are able to be resolved quickly and at first level of supervision, remain as Citizen's Complaints.
    d. Some mid-level complaints may be escalated to an Administrative Review (AR). An AR is designed to determine if a complaint needs to be elevated to a Bureau of Internal Affairs investigation or if it is able to be handled without a robust personnel investigation.
    e. Higher-level complaints will either be an Administrative Review or will be escalated to a Bureau of Internal Affairs investigation.
    f. Lower-level, mid-level, and higher-level complaints will be categorized consistent with the Burlington Police Officers' Association Contract, Article XV, section 15.2. [See Appendix B]

2. The Deputy Chief of Administration, or his/her designee, will maintain a written record of each complaint. That written record will at a minimum include:

    - The name(s) of the employee(s) involved.

    - The date of receipt of the allegation.

    - The date of the alleged incident, if known.

    - The type or nature of the allegation.

APPENDIX 5

- The name(s) of the person(s) who investigated.
- The final disposition of each complaint.
- How the matter was closed out with the complainant.

In addition, if the complaint involves an allegation of excessive use of force, or an allegation of dishonesty or other serious misconduct, the written record will include:

- All action taken in response to the complaint.
- Identification of all witnesses, documents, evidence, or other information obtained or consulted in the course of the investigation.

3. The written record of each complaint will be considered confidential. Each Commissioner shall have access to the written records of all complaints upon request to the Chief, subject to the Vermont Public Records Act, and the Burlington Police Officers' Association agreement. Further information may be available to the Commissioner receiving the records upon the completion of a fingerprint-supported background check and the execution of a confidentiality agreement.

4. The Chief will report to the Police Commission on all complaints against members of the department as follows:

   - Updates about complaints against employees will be shared with the Commission in Executive Session at the first meeting following receipt of the complaint, unless the matter is of such urgency that a special meeting is required. Status updates on the progress of complaints under investigation will be provided to the Commission, as appropriate, and further detail and access to reports/video/etc shall be provided to the Police Commission in Executive Session at the first meeting after the investigation has been completed.
   - For lower- and mid-level complaints, the Chief will provide a verbal or written summary of the complaints and their status or disposition in Executive Session.
   - For higher-level complaints, such as those involving an allegation of excessive use of force, dishonesty, discrimination, harassment, or other serious misconduct; or for any lower- or mid-level complaint that results in discipline beyond a written reprimand; or for any other conduct for which suspension or termination is recommended, the Chief will provide the Police Commission with a full verbal briefing of the allegations and the recommended disposition of the case in executive session.
   - The Chief of Police, or his/her designee, will report to the Police Commission in Executive Session on a monthly basis regarding any Use-of-Force incidents. The update shall include demographic data about the officer(s) and subject(s) such as gender, age, and race, and also provide a description of incident.

APPENDIX 5

- At the request of any member of the Police Commission, the Chief will make the written record available for Executive Session review by the Police Commission, as well as any audio or video footage, written materials, evidence, or other information related to the allegation.
- The Chief of Police, in consultation with the States Attorney's Office, will make the determination of if a complaint needs to be referred outside the Department for investigation of possible criminal conduct. If the complaint has been referred outside of the Department for investigation of possible criminal conduct, the materials will be made available to the Police Commission in Executive Session once a determination has been made that the materials may be disclosed to the Police Commission without adversely affecting any possible prosecution.

5. After receipt of the report described above, the Police Commission may:

    - accept the Chief's report and recommended action in full or in part;

    - request additional information;

    - request that the Chief reconsider the action and/or make a recommendation to the Chief about the investigation, process, disposition (including recommending a range of sanctions for the misconduct), or other aspect of the matter, or

    - postpone action to a later date, but no later than 14 days from the date of initial receipt of the report.

6. The Chief may accept or reject the Police Commission's recommendations. If the Chief rejects the Police Commission's recommendations, the Chief shall explain to the Police Commission why the recommendations were not accepted. If a majority of the Police Commission disagrees with the Chief's decision, the Police Commission Chair shall report this to the Mayor. Police Commission members should take care to avoid unauthorized disclosure of confidential information. To that end, any Commissioner may consult with the City Attorney's Office to obtain advice related to, among other things, the use and disclosure of confidential information.

7. The Chief of Police is responsible for reporting any misconduct of Burlington Police Department employees that falls under 20 VSA 2401 to the Vermont Criminal Justice Training Council.

8. Whenever the Police Commission becomes aware of allegations of misconduct by the Chief of Police, or if the Police Commission has concerns about the performance of the Chief of Police, the Police Commission Chair shall report this to the Mayor in a timely manner. In the event that the Chief of Police has engaged in misconduct pursuant to 20 VSA 2401, the Police Commission Chair shall report this to the Chair of the Vermont Criminal Justice Training Council.

APPENDIX 5

9. The Police Commission shall report to the Burlington City Council twice each year regarding this policy. The report shall include a redacted summary of the number, type, and disposition of complaints reported to the Police Commission.

END APPENDIX # #

BURLINGTON POLICE COMMISSION POLICY
Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees
Adopted August 25, 2020

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    - The type or nature of the allegation.

- The name(s) of the person(s) who investigated.

- The final disposition of each complaint.

- How the matter was closed out with the complainant.

In addition, if the complaint involves an allegation of excessive use of force, or an allegation of dishonesty or other serious misconduct, the written record will include:

- All action taken in response to the complaint.

- Identification of all witnesses, documents, evidence, or other information obtained or consulted in the course of the investigation.

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Police Commission Chair shall report this to the Chair of the Vermont Criminal Justice Training Council.

9. The Police Commission shall report to the Burlington City Council twice each year regarding this policy. The report shall include a redacted summary of the number, type, and disposition of complaints reported to the Police Commission.

South Burlington
Mutual Aid Presentation

Relevant Department Directives

- DD 20 - Agency Jurisdiction, Mutual Aid, NIMS, Disasters, Search & Rescue, Terrorist Acts
- DD 03 - Statewide Fair and Impartial Policing
- DD 05 - Statewide Use of Force Policy
- DD 40 - External and Internal Complaints, Supervisor Reviews, Administrative Reviews, Internal Investigations, & Discipline

Personnel Assigned to the Mutual Aid Response

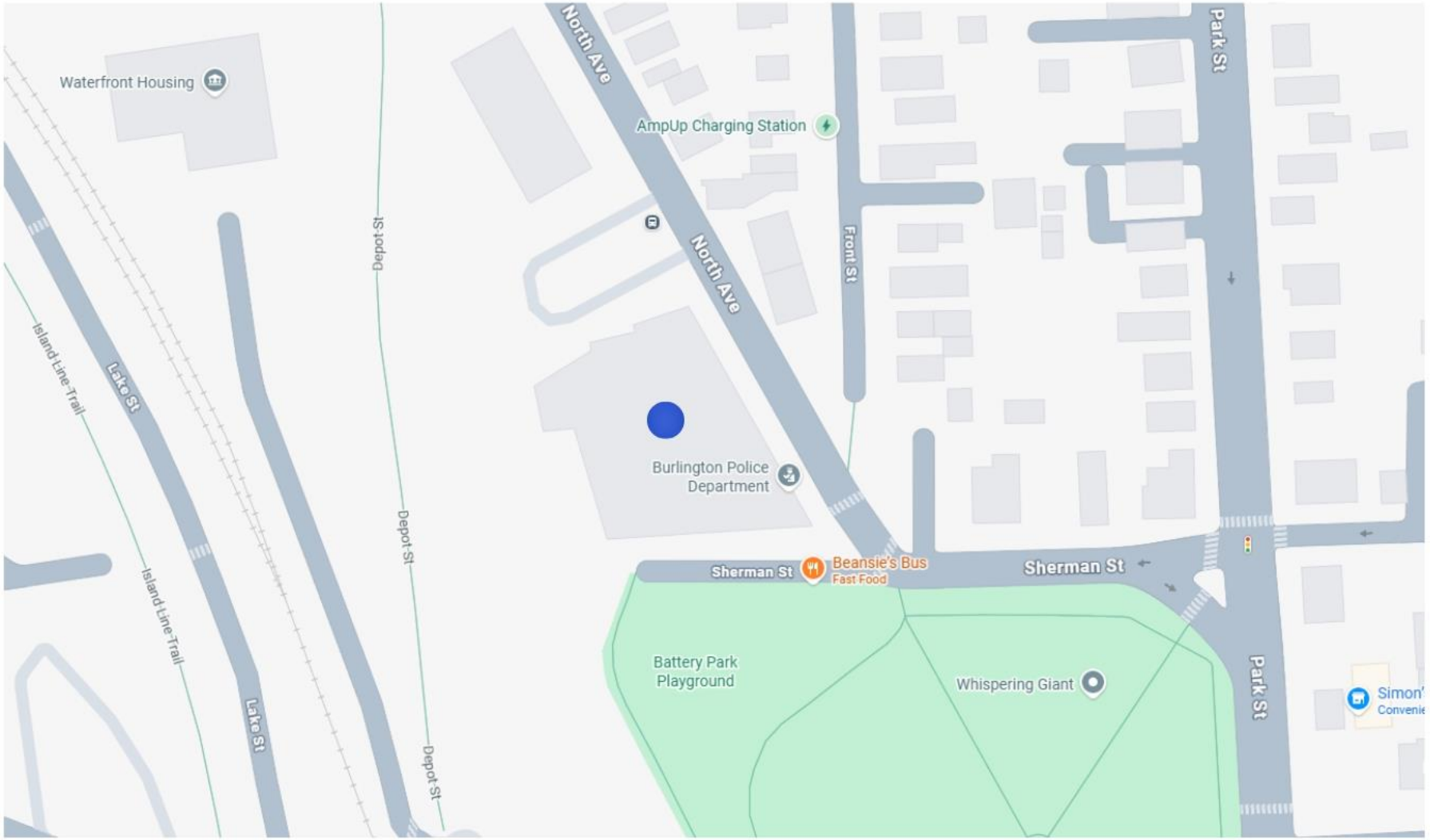
- 2 Deputy Chiefs (Command Post / Tactical Commander)
- 1 Detective Lieutenant (Team Leader)
- 1 Detective Sergeant (Assistant Team Leader)
- 6 Detectives (Response Team)
- 1 Officer (Response Team)

Equipment Brought to the Scene:

- Acrylic shields (unused/remained in vehicle)
- Protective helmets/face shields (unused/remained in vehicle - some officers elected to utilize their own helmets with ear protection)
- Gas masks (unused/remained in holsters)
- A drone (unused/remained in vehicle)
- 40 mm launcher (was slung but not used)
- Beanbag shotgun (unused/remained in vehicle)
- Large canisters of OC spray (used by one officer)
- Med kit/backpack (remained in vehicle)

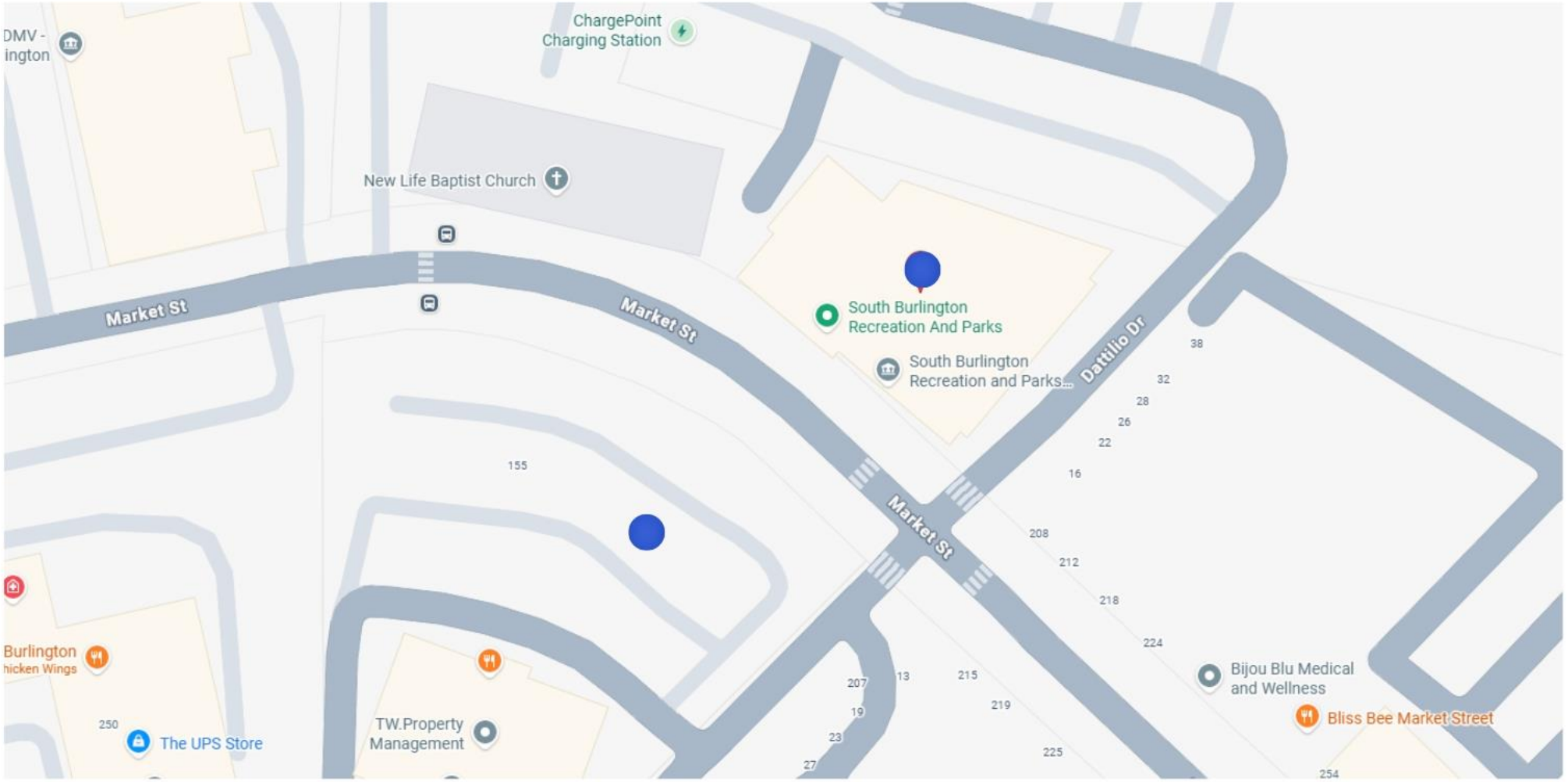
Timeline and Location of BPD Officers:

12:39 PM - Notified of mutual aid request

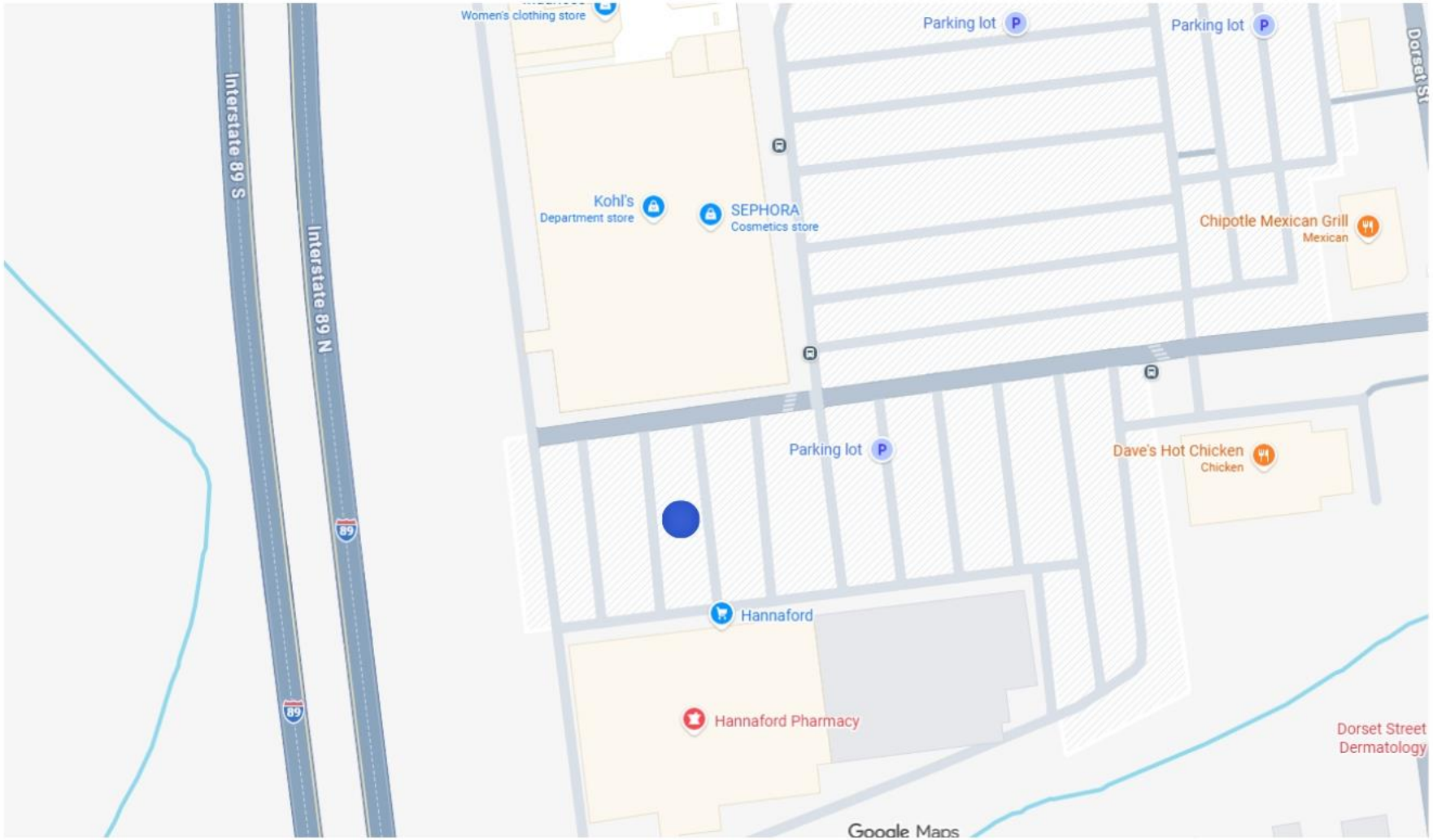


Information is preliminary and subject to change.

1:43 PM - BPD element staged across from 180 Market St.

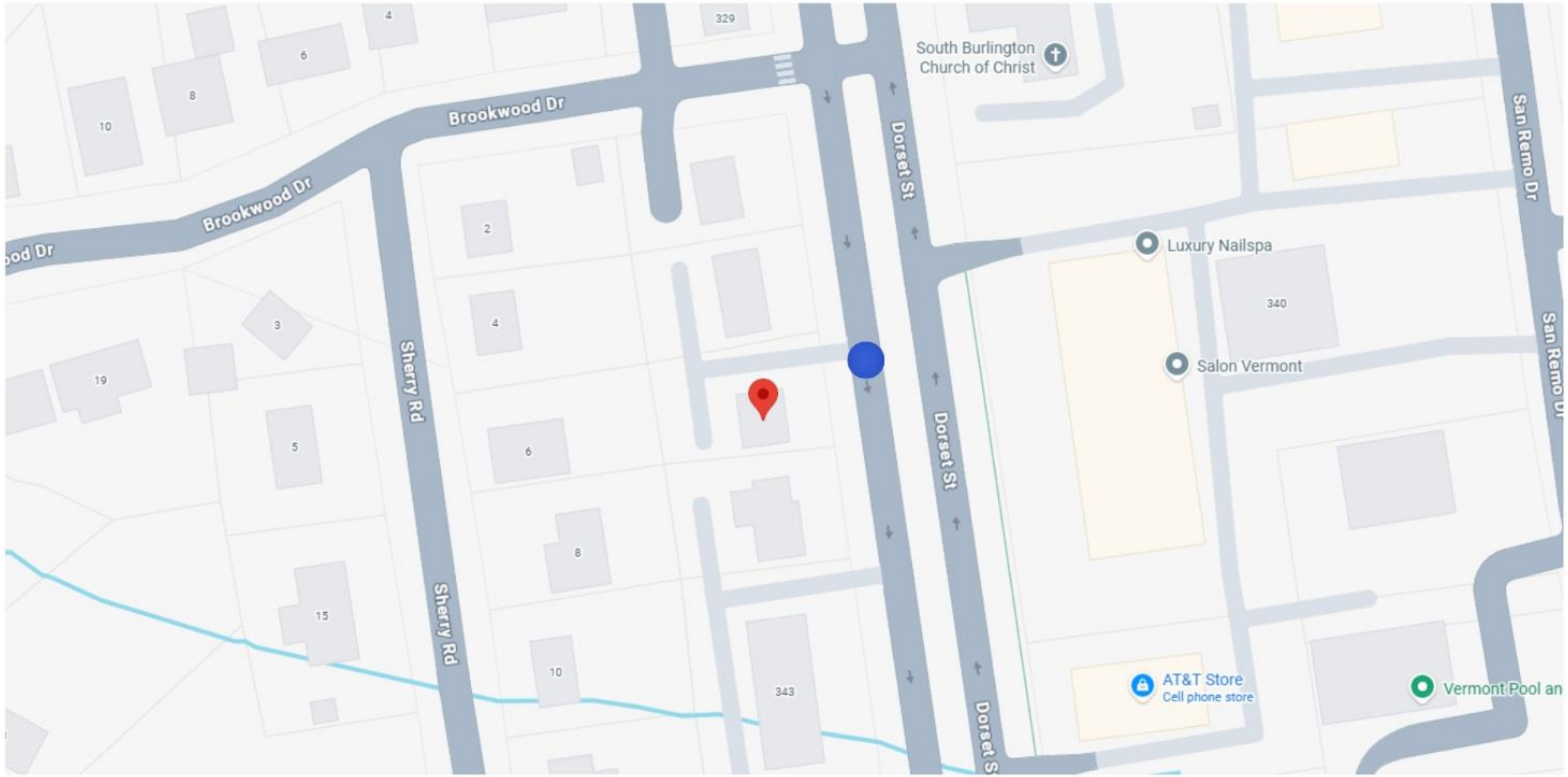


4:09 PM - BPD element staged at Hannaford/UMall



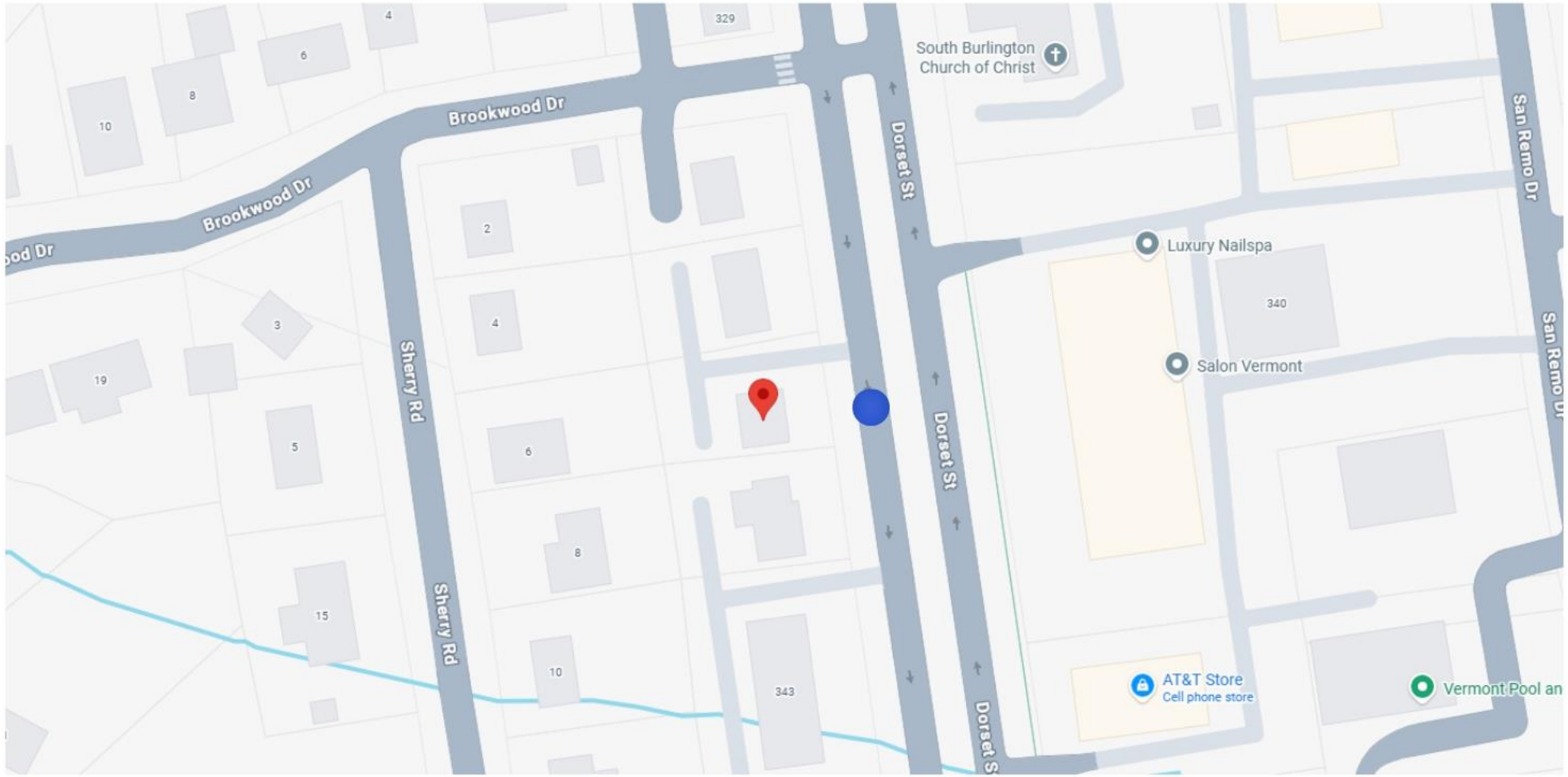
Information is preliminary and subject to change.

5:26 PM - BPD element arrives at 337 Dorset St.



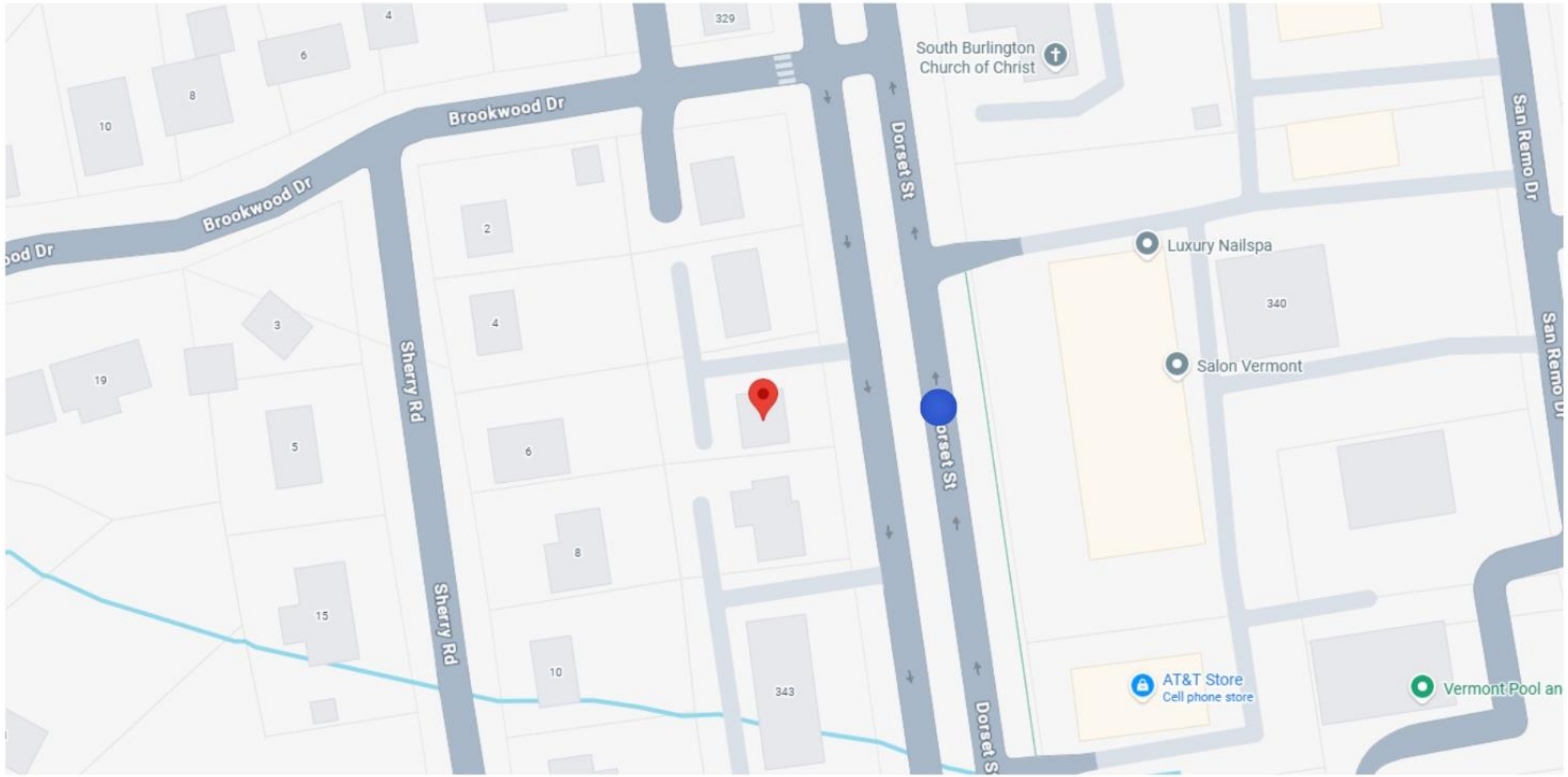
Information is preliminary and subject to change.

5:50 PM - BPD moved location



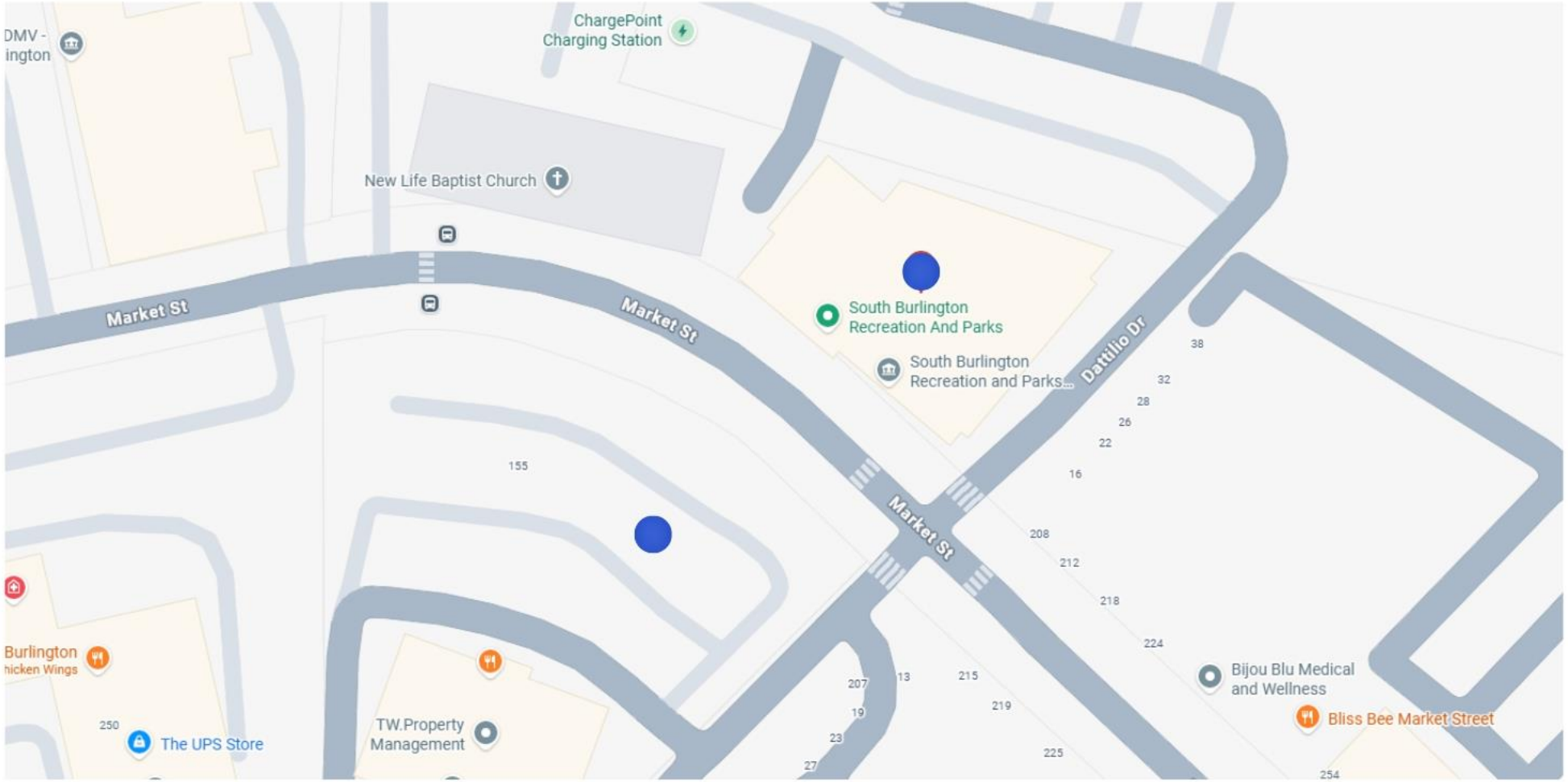
Information is preliminary and subject to change.

6:20 PM - BPD moved location

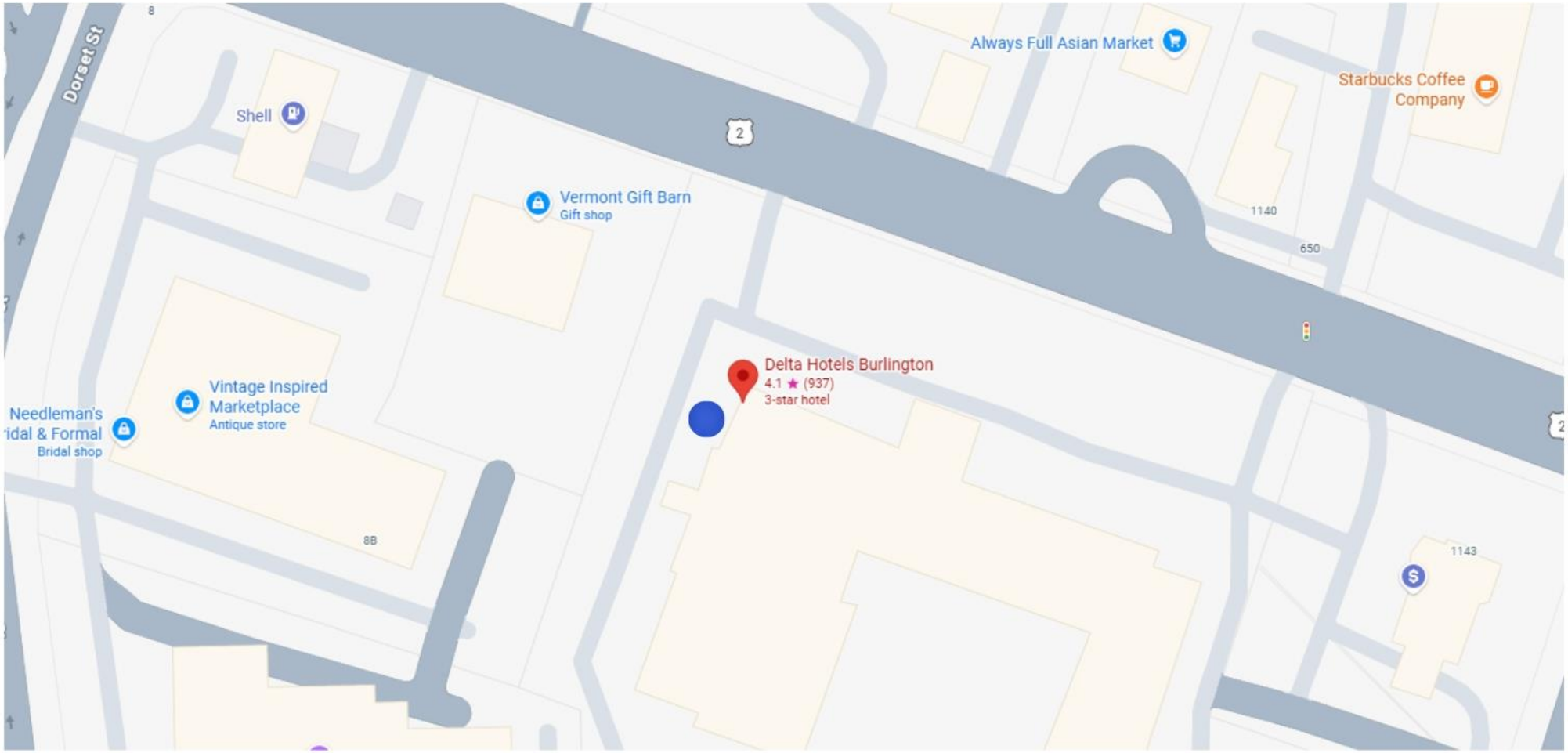


Information is preliminary and subject to change.

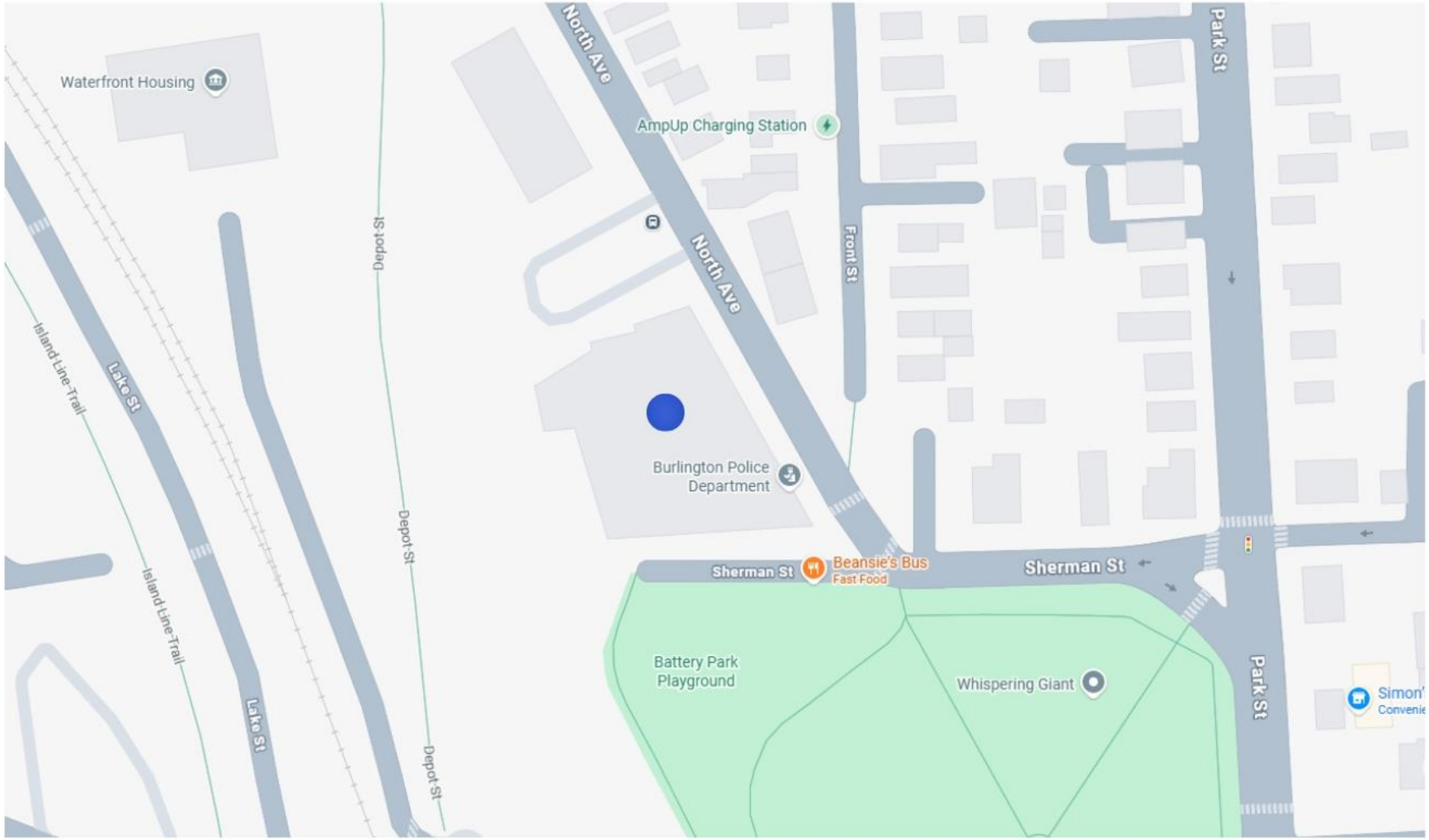
6:35 PM - BPD element departs Dorset St. and returns to lot across from 180 Market St.



7:21 PM - BPD element relocates to Delta Hotel



7:43 PM - BPD element departs Delta Hotel and returns to BPD



Information is preliminary and subject to change.

Arrests Made:

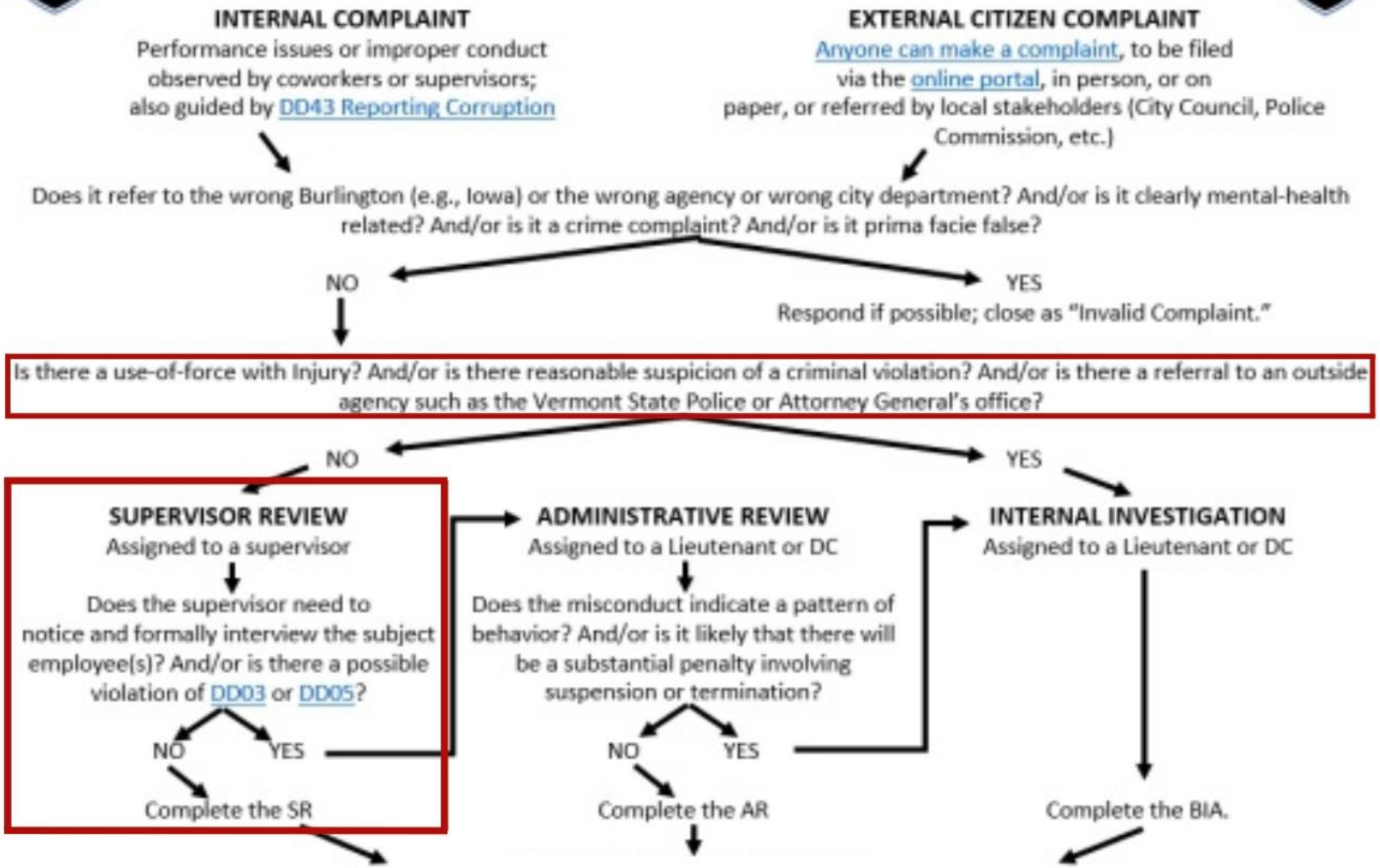
Individual #1
Age: 24
Town: South Burlington, VT
Charge: Assault on a Law Enforcement Officer

Individual #2
Age: 24
Town: Berlin, VT
Charges: Hindering Arrest and Resisting Arrest

Individual #3
Age: 28
Town: South Burlington, VT
Charges: Impeding Officer and Hindering Arrest

CITIZEN COMPLAINTS, SUPERVISOR REVIEWS, ADMINISTRATIVE REVIEWS & INTERNAL INVESTIGATIONS

APPENDIX 2



Refer to Chief of Police for review.
The Chief reviews with H/R, City Attorney, Mayor as necessary.

Does the Chief need to interview the subject or afford the subject an opportunity to explain or rebut? Is discipline likely to include suspension or termination?

NO

YES

Loudermill Hearing

From "Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees" (August 2020): "For lower- and mid-level complaints, the Chief will provide a verbal or written summary of the complaints and their status ***or*** disposition in Executive Session. For higher-level complaints, such as those involving an allegation of excessive use of force, dishonesty, discrimination, harassment, or other serious misconduct; or for any lower- or mid-level complaint that results in discipline beyond a written reprimand; or for any other conduct for which suspension or termination is recommended, the Chief will provide the Police Commission with a full verbal briefing of the allegations and the recommended disposition of the case in executive session."

The Chief finalizes the disposition as per DD40 and offers discipline if appropriate. For sworn officers, this is guided by the "Agreement between City of Burlington and the BPOA," specifically §15, and for professional employees it is guided by the City's Personnel Policy Manual.

As per the August 2020 "Role of the Burlington Police Commission in Reviewing Complaints Against BPD Employees" agreement, the Police Commission may disagree with the Chief's determination and refer that disagreement to the Mayor.

The Chief follows Act 56 of 2017 and, if applicable, refers to the Vermont Criminal Justice Council.

The subject employee may grieve and appeal the Chief's decision to the Police Commission, as per City Charter 24 App. V.S.A. ch. 3, § 190.

If the subject employee is an officer, he/she may grieve and appeal the Police Commission's decision to arbitration, in accordance with the Agreement between City of Burlington and the BPOA §16.7(C).

Office of Mayor Miro Weinberger

EXECUTIVE ORDER

REQUIRING REFORMS TO DETERMINATION OF DISCIPLINARY DECISIONS

WHEREAS, Article 65, section 190 of the Burlington City Charter grants police disciplinary decisions to the Chief of Police; and

WHEREAS, this is an exception to the position of other City departments, which are subject to the executive authority of the Mayor including with respect to disciplinary decisions; and

WHEREAS, in January 2020, Mayor Miro Weinberger wrote in a statement, "Our charter is clear that, unlike other City departments, police disciplinary decisions fall to the Chief of Police and are outside the purview of the Mayor, except for disciplinary actions taken against the Chief. As a matter of good governance, it is concerning that the Mayor has no direct authority over police discipline and other critical policing decisions. This issue has made clear to me that as we review our methods of civilian oversight of the police, the charter relationship between our elected officials and policing decisions should be examined;" and

WHEREAS, since the end of August, Burlingtonians have protested in Battery Park calling for a number of changes with respect to racial justice and policing in Burlington, including accountability from its elected officials for police disciplinary decisions and civilian oversight; and

WHEREAS, Mayor Weinberger is again urging the City Council to approve a Charter Change for the March, 2021 ballot that would address Article 65, section 190 of the Burlington City Charter; and

WHEREAS, an immediate action to create more oversight and responsibility for future disciplinary decisions by the Mayor, the only elected position in City government accountable to all voters in the City, is also necessary;

NOW, THEREFORE, I, Miro Weinberger, Mayor of Burlington, hereby resolve that:

1. In any situation where a police officer uses force that results in injury to any person or that raises significant public concern, the Chief of Police will formally review the situation with the Mayor and seek the Mayor's concurrence with the Chief's decision on whether or not the officer is to be disciplined, and if so, what discipline should be imposed.
2. The Mayor will convene a formal review meeting that includes but is not limited to the Chief of Police, City Attorney, and Human Resources Director.
3. This meeting will include a review of relevant body camera footage and other evidence.
4. The Mayor may request further investigation, evidence, or review, including review by an outside person or entity.
5. The Chief must obtain the Mayor's concurrence or other final recommendation before reviewing the case with the Police Commission and must share the Mayor's views with the Commission.
6. The Chief must then review the matter with the Police Commission, pursuant to its policy on citizen complaints.
7. Only after the above steps have been completed shall the Chief of Police render a disciplinary decision.

Miro Weinberger
Mayor of Burlington, Vermont

BURLINGTON
POLICE
VERMONT

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

3/23/2026

	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 Ackowledging 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)	referred to the Charter Change Committee	12/1/2025
11	10/21/2025	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 tbe Charter Change Committee	12/1/2025
12	1/26/2026	Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02	referred to the Ordinance Committee	not-specified
13	2/17/2026	Communication: Authorization to Accept a Work of Public Art from the Abenaki Nation of Missisquoi Tribal Council - BCA	referred to the REIB Committee	not-specified

BURLINGTON CITY COUNCIL
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
March 9, 2026

1. Agenda

1. Agenda
City Council President Traverse convened the meeting at 6:08 pm.
Members present: City Council President Traverse, Councilors Barlow, Bergman, Broderick, Carpenter, Grant, Litwin (arrived at 6:17 pm), McKnight, Schachter and Singh (all in person); Councilors Kane and Neubieser (arrived at 7:45 pm)(both online)
Others present: Mayor Mulvaney-Stanak, Interim COS Alnasrawi, City Attorney Brown and Lori Olberg

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)

1.1. Motion to amend/adopt agenda
Motion made by Councilor Schachter, seconded by Councilor Bergman, to adopt the agenda as amended and presented. Motion passed unanimously.

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

2. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
City Council President Traverse opened the Public Forum at 6:31 pm.
City Council President Traverse closed the Public Forum at 6:44 pm.

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

2.1. Verbal Comments

BTV-residents (in person):

Caroline Donlon: license plate readers
Andy Tracy: public transit
Bruce Wilson: Arts So Wonderful events
Brett Yates: not in favor of 5.3.

BTV-resident (online):

Sharon Bushor: not in favor of agenda item 5.3.

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

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

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**
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

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

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

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

4.2. Accountability List - DFA **now agenda item 5.4.**

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

4.3. February 17, 2026 Board of Civil Authority Meeting Minutes - DFA

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

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

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

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

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

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

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

4.7. 2026 VTRANS Certificate of Highway Mileage - DPW

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

4.8. CY26 Paving Contract - Authorization to Award - DPW

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.

4.9. Church Street and Love Burlington Giveaway Prizes January - December 2026 - CEDO

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

4.10. Request for Exemption from the City's Livable Wage Ordinance Requirement for Paid Vacation - CEDO

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

4.11. Title Change and Downward Reclassification of Special Assistant to End Homelessness - CEDO

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

4.12. Conservation Legacy Fund Nature Based Solutions (CLF NBS) Grant: recommendation for funding - DPI

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

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

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

4.14. Declaration Of Elected Candidates Annual City Election - March 3, 2026

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

4.15. Declaration Of Election Results Questions On The Ballot Annual City Election - March 3, 2026

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

4.16. Arts So Wonderful events and letter

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

4.17. FIO Documents

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

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)

5. Deliberative Agenda

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

5.1. Housing Board of Review: Term Expires 6/30/28
Applicant Emma Ramirez-Richer answered questions from Councilors Grant and Litwin.
Motion made by Councilor Schachter to nominate Emma Ramirez-Richer to the Housing Board of Review. Motion passed by a roll call vote:
Ayes: Councilors Barlow, Bergman, Broderick, Carpenter, Grant, Kane, Litwin, McKnight, Schachter, Singh and City Council President Traverse
Absent: Councilor Neubieser

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

5.2. Update on 2026 Legislative Session (20 mins.)
David Mickenberg spoke to this agenda item.

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

5.3. Resolution: 7-Year Plan For Residential Recycling Collection & Consolidated Collection Study (Board of Finance)(30 mins.)
DPW Staff Chapin Spencer and Lee Perry were present to answer any questions and to give an overview.
Motion made by Councilor Barlow, seconded by Councilor Bergman, to waive the reading and adopt the resolution.
Motion passed by a roll call vote: 8:4:
Ayes: Councilors Barlow, Bergman, Carpenter, Grant, Litwin, Schachter, Singh and City Council President Traverse
Nays: Councilors Broderick, Kane, McKnight and Neubieser

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

5.4. Accountability List - DFA **was consent agenda item 4.2.**
Councilor Schachter spoke to this agenda item re: item 6.

Motion made by Councilor Schachter, seconded by Councilor McKnight, to waive the reading, accept the communication and place it on file. Motion passed unanimously.

Councilor Broderick was not at the table to vote.

6. Committee Reports

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

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	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

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	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

8.1. Verbal reports

9. Adjournment

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

9.1. Motion to adjourn
City Council President Traverse adjourned the meeting at 8:24 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	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

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.

BURLINGTON LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
March 9, 2026

1. Agenda

1. Agenda
City Council President Traverse convened the meeting at 7:29 pm.
Members present: City Council President Traverse, Commissioners Barlow, Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Schachter, Singh and Mayor Mulvaney-Stanak (all in person); Commissioner Kane (online)
Member absent: Commissioner Neubieser
Others present: City Attorney Brown, Interim COS Alnasrawi and Lori Olberg

Subject	**1.1. Motion to adopt agenda**
Meeting	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 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 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	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 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 Commissioner Broderick, seconded by Commissioner Schachter, to adopt the agenda as presented. Motion passed unanimously.

Subject	**2.2. First, Second, Third Class Liquor License and Outside Consumption Permit Renewals (2026-2027): see attached list**
Meeting	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 2026, 7:00 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): Preppi Market and Eatery, 50 Lakeside Avenue**
Meeting	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 2026, 7:00 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 Preppi Market and Eatery, 50 Lakeside Avenue with all standard conditions

3.1. First and Third Class Liquor License Applications (2026-2027): Preppi Market and Eatery, 50 Lakeside Avenue
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to adopt the agenda as presented. Motion passed unanimously.

Subject	**3.2. First Class Liquor License Application (2026-2027): Upper Pass, 1127 North Avenue, Suite 8**
Meeting	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 2026, 7:00 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 Class Liquor License Application for Upper Pass, 1127 North Avenue, Suite 8 with the following condition: contingent upon Fire Marshal Approval and with all standard conditions

3.2. First Class Liquor License Application (2026-2027): Upper Pass, 1127 North Avenue, Suite 8
Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to adopt the agenda as presented. Motion passed unanimously.

Subject	**3.3. Outside Consumption Permit Application (2026-2027): Upper Pass, 1127 North Avenue, Suite 8**
Meeting	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 2026, 7:00 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 Upper Pass, 1127 North Avenue, Suite 8

3.3. Outside Consumption Permit Application (2026-2027): Upper Pass, 1127 North Avenue, Suite 8
Motion made by Commissioner Broderick, seconded by Commissioner Litwin, to adopt the agenda as presented. Motion passed unanimously.

4. Adjournment

4. Adjournment

Subject	**4.1. Motion to adjourn**
Meeting	March 9, 2026 - Local Control Commission Meeting - Monday, March 9, 2026, 7:00 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 adjourned the meeting at 7:31 pm.

Fee $25.00

May 1, 2026 ---- April 30, 2027

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor X☐ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name___Small Axe Collective LLC /_ELM3 Productions LLC

2. D/B/A (Business Name)_ElmThree Productions/Ake's Place_ 3. Bus. Phone _732-948-1834____

4. Business Address__132 Church St, Burlington (Small Axe)___53 Elm St., Winooski VT 05404__(ElmThree)_____

5. Mailing Address 132 Church St, Burlington (Small Axe)___ 53 Elm St.,, Winooski VT 05404(ElmThree)

6. Contact person __Ed Maier____ 7. Contact Phone _732-948-1834

8. Email contact address _____ed@elmthree.com_____ Smallaxecollective@gmail.com

PART II
OPERATION

pd cash #1018 $25.00 1/20/26

1. Do you currently have a Liquor License? No

2. Do you currently have an Entertainment Permit/Special Event Permit? No

3. Proposed Date(s) for this Special Event ___8/21/26 and 8/22/26 and 8/23/26 – 8/22 is the target date for the main event. Possibly looking at smaller events on 8/21 and 8/23 OR having rain dates available

4. Proposed Hours for this Special Event ____4pm – 10pm_____.

5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

_____112 Lake Street, Burlington, VT 05401__Terrace Park_____

For this Proposed location please answer the following questions:

a) Occupancy Load__2500__ b) # of Restrooms __15__ c) # of Egresses___3___

d) Date of last Fire/Safety Check - _____ e) Dancing by Patrons? Yes

f) Amplified Music? Yes g) Will additional staff and/or security be required? Yes

Fee $25.00

(Continued on back)

PART III
DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description ____ reggae music

_Attached please see site plan

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: ____1/20/25_____

SIGNATURE OF APPLICANT_____

PRINT NAME: ____Ed Maier_____

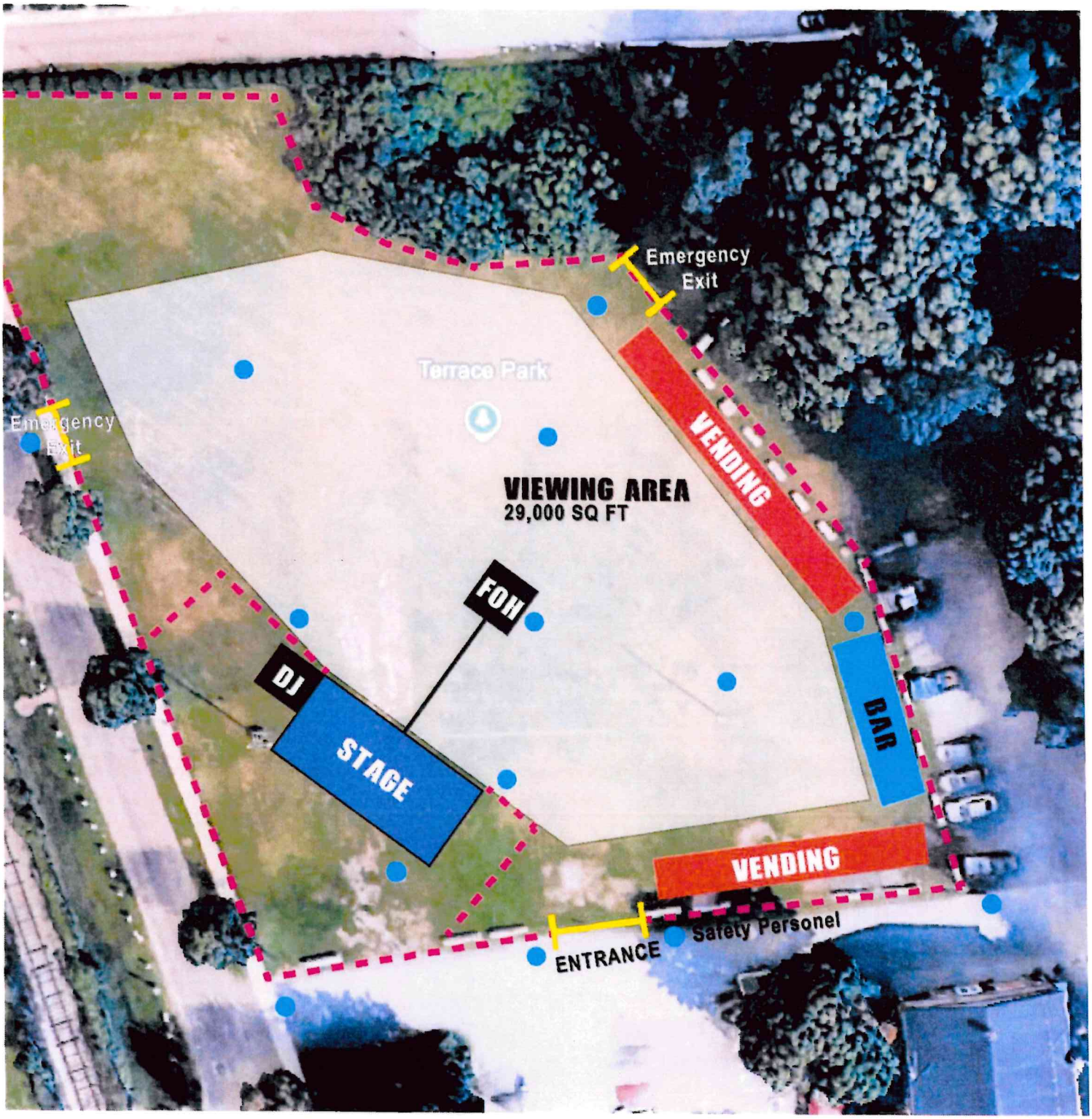
RELATIONSHIP TO BUSINESS ____Owner ELM3 Productions LLC_____

OFFICE USE ONLY

Fee Paid $_____ Date: _____ Fee Returned $_____ Date: _____

At their meeting of 3/18/26, the Burlington City Council License Committee recommended
Approval X Denial_____

At their meeting of _____, the Burlington City Council _____ this SPECIAL entertainment permit application.


Emergency Exit
Terrace Park
Emergency Exit
VENDING
VIEWING AREA
29,000 SQ FT
FOH
DJ
STAGE
BAR
VENDING
ENTRANCE
Safety Personel

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM

TO: License Committee/City Council

FROM: Corey Mims P.E. Senior Public Works Engineer

DATE: March 18th, 2026 – License Committee
March 23rd, 2026 – City Council

CC: Alice Schwencke, Excavation Inspector, Department of Public Works
Laura Wheelock, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works

RE: 417 Saint Paul Street - Encumbrance Application

Request

The Licensee Roderick R. Boutin has requested an encumbrance permit with the City of Burlington to ensure continued marketability of 417 Saint Paul Street.

Overview

Like several other properties along the same street, approximately 60 sq. ft. of the residence at 417 Saint Paul Street encroaches into the City's right of way. The property owner seeks to sell the home and to make the property marketable and has applied for a license agreement. The proposed agreement provides the property owner fairly durable rights without giving up the City's right of way. The agreement is for a 30 year perpetually renewable term, but the license would terminate if the owner's current use is abandoned.

Fee

There will be an annual fee (including administrative fee), of $100.00 for this encumbrance. A payment in the amount of $1,538 is being applied to this 30-year License Agreement. This upfront payment amount was determined with the present value of the future license and renewal fee payments while assuming a five percent (5%) rate of return. Future renewals will be based on current encumbrance rates and fees at that time of renewal.

Schedule

The property owner requests the continued use of the ROW for a portion of the existing residence on 417 Saint Paul Street. This encumbrance will commence upon execution of a License Agreement and will terminate on April 30, 2056. The License Agreement can be renewed for one additional 30-year term.

Recommendation

It is the recommendation of DPW to support the use and marketability of this permanent structure under the terms of a License Agreement, in substantially the same form as the attached, between the City of Burlington and Roderick R. Boutin.

Thank you for consideration of this request, please do not hesitate to contact me directly at CMims@burlingtonvt.gov or 802-922-5001.

ATTACHMENT: License Agreement (with exhibits)

Motion

License Committee:

1. DPW respectfully requests that the License Committee approve the following motion:

   To approve and recommend that the City Council approve the encumbrance application of Roderick R. Boutin to maintain a portion of the existing 417 Saint Paul Street residence encroaching upon the City's right-of-way and to authorize the Mayor to execute a License Agreement subject to review and approval by the City Attorney for a term of 30 years.

City Council:

1. DPW respectfully requests that the City Council approve the following motion:

   To approve the encumbrance application of Roderick R. Boutin to maintain a portion of the existing 417 Saint Paul Street residence encroaching upon the City's right-of-way and to authorize the Mayor to execute a License Agreement subject to review and approval by the City Attorney for a term of 30 years.

LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered on _____, 2026 (the "Effective Date") between the City of Burlington, a Vermont municipal corporation (the "Licensor"), and Roderick R. Boutin as trustee of the Roderick R. Boutin Revocable Trust u/t/a, effective June 8, 2023 ("Licensee"), with respect to the following facts:

A. Licensee is the freeholder of an enhanced life estate in certain real property (the "Property") located at 417 Saint Paul Street in the City of Burlington, Vermont, having a local parcel identification number of 053-3-053-000, and a School Property Account Number of 114-035-18419, and being more particularly described in that certain Enhanced Life Estate Deed from Roderick R. Boutin, a single person, to Licensee, dated June 9, 2023, and recorded in the Land Records of the City of Burlington at volume 1712, page 186.

B. Presently, a residential structure is located on the Property (the "Residence"). As shown on a survey recorded in the Land Records of the City of Burlington at Map Slide 423D, a portion of the Residence encroaches Licensor's right of way (the "ROW").

C. To ensure the continued marketability of the Property, Licensee desires to obtain from Licensor an exclusive license to that portion of the ROW upon which the Residence encroaches (the "License"), and Licensor desires to grant such license on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of License. The City hereby grants the License to Licensor. The License shall run with title to the Property and shall bind, and inure to the benefit of, Licensee and the successors and assigns thereof. The License shall be an exclusive license coupled with an interest but shall not be deemed to constitute an easement or other estate of any kind or nature in the ROW.

3. Licensee Obligations. In consideration of the License:

   a. Licensee shall pay an annual license fee with the execution of this Agreement of One Hundred Dollars and No Cents ($100.00) to compensate Licensor for its administrative costs in connection with this Agreement. Thereafter, the same fee shall be paid to Licensor's Department of Public Works Customer Service following receipt of an invoice from Licensor, on or before April 30th of each subsequent year. Licensor shall invoice Licensee each year for the annual license fee at least thirty (30) days before it is due. An additional renewal fee of Twenty-five Dollars and No Cents ($25.00) shall be due with the annual license fee on the first year of each renewed 30-year license term.

Licensor has determined that the present value of future license and renewal fee payments, assuming a five percent (5%) rate of return, is One Thousand Five Hundred Thirty-eight Dollars and No Cents ($1,538.00). If Licensee elects to pay this amount with the execution of this Agreement, then Licensor shall waive any right to collect future license fees.

Licensee __ elects __ does not elect to pay the license fee in advance.

b. Licensee shall maintain the Residence and surrounding property at Licensee's own expense in good condition, so as not to create a hazard to public safety.

c. In case of any work in the ROW in connection with the Residence, Licensee shall take all such reasonable efforts as may be necessary or convenient to avoid damage to the ROW, including to any utilities located therein, to obtain and comply with all necessary governmental permits for the work and all federal, state, and local laws applicable thereto, to perform the work in a good and workmanlike manner, to take all reasonable measures to protect public health or safety, and to restore any material damage to the ROW caused by such work as nearly as practicable to its condition prior to the work.

d. Licensee shall not impair the public's use or enjoyment of the ROW, and shall not cause or allow the release of any hazardous substance thereupon or thereunder. In case of any such release, Licensee shall remediate the environmental damage caused thereby.

e. If Licensee fails to do anything required of Licensee upon the ROW under this section, then Licensor shall have the right to perform the work and to seek recovery for the reasonable costs thereof, which shall be a lien upon the Property until paid. Except in case of emergency, Licensor shall provide at least thirty (30) days' notice prior to performing such work.

4. Term & Termination.

a. This Agreement shall remain in force for thirty (30) years from the Effective Date and shall automatically renew for successive thirty (30) year terms thereafter unless, at least sixty (60) days prior to the end of the original or any extension term, either party provides the other party written notice of nonrenewal.

b. This Agreement shall terminate for any of the following reasons, upon written notice of termination given to Licensee by Licensor and recorded in the Land Records:

i. Upon the demolition of the Residence, or, at a minimum, of the entire portion of the Residence located in the ROW.

ii. Upon abandonment of the use of the Residence. If it appears to Licensor that such use has been abandoned, Licensor shall attempt to confirm the abandonment in writing with Licensee. If Licensee confirms in writing that the use has been abandoned, or if Licensee fails to respond within thirty (30) days, then the use shall be deemed abandoned, whereupon this Agreement may be terminated.

iii. If terminated at Licensee's request for any reason.

iv. In case of any uncured material breach of this Agreement by Licensee, following at least thirty (30) days' notice and opportunity to cure. Licensor shall grant reasonable extensions of the cure period absent an emergency and provided that Licensee is acting diligently and in good faith to effectuate a cure.

c. Following termination of this Agreement, Licensee shall, at its own expense, commence removal of the Residence from the ROW within six (6) months, unless Licensor agrees to a longer period, and except in case of emergency, in which case Licensee shall commence removal as soon as reasonably practicable. Licensee shall, thereafter, act diligently to complete the removal. If Licensee fails or delays unreasonably in carrying out its obligations under this subsection, then Licensor shall have the right to exercise substantially the same remedy as outlined in Section 3(e) of this Agreement.

5. Indemnification & Insurance. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, employees, and agents from and against all claims, damages, liabilities, liens, causes of action, penalties, fines, and costs (including attorneys' fees and costs) (collectively, "Claims") of every kind and nature arising from or relating to Licensee's use and occupation of the ROW, excepting any Claims arising from Licensor's own active negligence or willful misconduct. The foregoing obligations for indemnification and defense shall survive termination hereof. Licensee shall insure the Residence under an all-risks policy of insurance with liability protection in the minimum amount of $500,000 per occurrence, $1,000,000 in aggregate. Said policy shall be endorsed to name Licensor as an additional insured on a primary, non-contributory basis and to waive subrogation against Licensor. At the time of execution of this Agreement and annually thereafter, Licensee shall provide proof of coverage on a form reasonably acceptable to Licensor. Failure to maintain required coverages in effect shall constitute a material breach of this Agreement.

6. Litigation.

a. Dispute Resolution. Neither party shall file any litigation arising from this Agreement 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.

b. Attorneys' Fees & Venue. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to an award of fees and costs. Venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.

7. Interpretation.

a. Nothing herein shall be deemed to waive Licensor's land use or other regulatory authority with respect to Licensee or the Property. Without limiting the foregoing, nothing herein

shall be deemed to alter the effect of Sections 210 and 211 of the Burlington City Charter as relates to the Property.

b. This Agreement shall not be construed against its drafter, but instead any ambiguity shall be construed liberally in furtherance of its objects and purposes.

c. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as closely as possible.

e. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles.

f. There are no third-party intended beneficiaries of this Agreement.

8. Miscellaneous Provisions

a. This Agreement may not be amended except in a writing duly authorized and executed by both parties. No provision of this Agreement may be waived except in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. Except that this Agreement shall run with the land, this Agreement may not be assigned without the written consent of the other party.

b. The parties are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, neither party intends to form a partnership, joint venture, or similar enterprise.

c. Neither party shall be responsible for any circumstance beyond its reasonable control, provided that a party whose performance is hindered by a force majeure event shall give the other party prompt written notice of the circumstances in reasonable detail. In no case shall such notice be given more than ten (10) days after the party required to give notice knows or reasonably ought to know the circumstances giving rise to the delay or failure of performance.

d. Any notice required under this Agreement shall be given to Licensor at City Hall and to Licensee at the Property, unless another address is given by notice. In case of personal delivery, notice shall be deemed given upon receipt. In case of notice by U.S. mail, notice shall be deemed given three (3) days after deposit in the mail. In case of notice by overnight courier, notice shall be deemed given the day after deposit with a reputable courier. In case of notice by electronic means, notice shall be deemed given upon written acknowledgment of receipt.

9. Execution. The signatories hereto represent and warrant their authority to bind their respective parties and shall produce evidence of such authority prior to execution by the other party. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON	ROBERT R. BOUTIN REV. TRUST
By: _____	By: _____
Chapin Spencer, DPW Director	Robert R. Boutin, Trustee

State of Vermont)

County of _____) ss.

On this _____ day of _____, 20____, before me personally appeared_____(name of person acknowledging) to me known to be the person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

_____
Notary Public Signature

My commission expires: _____

State of Vermont)

County of _____) ss.

On this _____ day of _____, 20____, before me personally appeared_____(name of person acknowledging) to me known to be the person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

_____
Notary Public Signature

My commission expires: _____

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

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works
Corey Mims P.E. Senior Public Works Engineer

DATE: March 18th, 2026 – License Committee
March 23rd, 2026 – City Council

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

RE: 60 Battery St.- Encumbrance Application – Greenbelt Encumbrance

Request

The applicant, Justin Chapman with Diamondrock Burlington Tenant, LLC (Hotel Champlain) located at 60 Battery Street, is requesting approval for the installation of two (2) signs in the public ROW to support traffic circulation on the property. The request, if approved, will allow for the installation of the signs, through a license agreement with the City.

Overview

The Department of Public Works (DPW) received a request from Hotel Champlain on September 1st, 2025 for the installation of two (2) signs with one at the entrance and one at the exit drives in front of Hotel Champlain to better direct visitors and avoid traffic safety concerns.

The encumbered area the signs will occupy meets all the requirements to occupy the Right of Way (ROW). The encumbered area will allow for the installation of two permanent signs for Entry and Exit. The signs will not obstruct or block visual line of sights when entering Battery Street. The install will not interfere with municipal or utility maintenance or operations.

Schedule

Hotel Champlain requests the use of the ROW between the side walk and the roadway at 60 Battery Street known as the city greenbelt. This encumbrance will commence on encumbrance approval date and terminate on April 30th, 2027 to be renewed annually if required.

Recommendation

It is the recommendation of DPW to support the approval of the Encumbrance Permit Application submitted for the use of public ROW at 60 Battery Street. The recommendation is based on a thorough review of the application and is subject to the conditions outlined in the agreement.

Thank you for consideration of this request, please do not hesitate to contact me directly at ASchwencke@burlingtonvt.gov or 802-495-6176.

Attachments:

A. License Agreement
B. Encumbrance Application
C. DPW Recommendation Letter
D. Site Plan
E. Certificate of Insurance

Motions:

License Committee:
To approve and recommend that the City Council approve the Encumbrance Application for Hotel Champlain, for the installation and use of twelve (12) square feet of City greenbelt ROW to mount two (2) separate signs indicating entry and exit of the Hotel Champlain driveway and authorize the Mayor to execute a License Agreement, subject to approval by the City Attorney's Office.

City Council:

To approve the Encumbrance Application for Hotel Champlain, for the installation and use of twelve (12) square feet of City greenbelt ROW to mount two (2) separate signs indicating entry and exit of the Hotel Champlain driveway and authorize the Mayor to execute a License Agreement, subject to approval by the City Attorney's Office.

An Equal Opportunity Employer
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ATTACHMENT A

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT
Hotel Champlain
60 Battery St
Burlington VT

This Long-term Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont ("City"), and Hotel Champlain D/B/A Diamondrock Burlington Tenant, LLC, a Delaware limited liability company ("Licensee") located at 60 Battery Burlington, Vermont 05401 ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

Background. The City owns property, including the street, sidewalk, and greenbelt right-of-way adjacent to 60 Battery Street. The Licensee is seeking to install and maintain driveway entry way and exit signs located within the greenbelt of City right-of-way (ROW) to make formal an existing traffic pattern through the porte cochère located at Hotel Champlain

B. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. DEFINITIONS

A. "Effective Date" means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.

B. "Encumbrance Fee" means the sum of the encumbrance application fee and the square foot use fee annually set by the City.

C. "Party" means the City or Licensee and "Parties" means both the City and Licensee.

D. "Premises" means the greenbelt directly in front of 60 Battery St.

E. "Property" means entry and exit signs that are the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee's obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.

B. Term. This Agreement shall commence on the Effective Date and expire on 4/30/27.

C. Termination. This Agreement may be terminated as set forth in this **paragraph**. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions,

the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

i. **Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.

ii. **Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.

iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing and greenbelt adjacent to the property.

v. **Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install and maintain two signs occupying six (6) square feet each, totaling twelve (12) square feet of City greenbelt ROW in front of the building located at 60 Battery Street for the term of this Agreement. Licensee may use and maintain the greenbelt existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment B.

5. LICENSE CONDITIONS

A. **Low Level Signs**. Two entry and exit signs at the entry and exit of Hotel Champlain located at 60 Battery Street. Greenway must be maintained in full compliance with the 21-5 Signs in Public Ways of Article I. In General.

B. **Property Modifications.** If the property is modified in a way that affects the low-level signs or related features, or if alterations are made that impact the existing sidewalk or road way the low level signs and greenbelt must be updated to meet City Standards and statues.

C. **City Infrastructure and Right of Way Improvements.** In the event that a City project involves right of way or infrastructure improvements on Battery Street or adjacent areas, which directly affect the existing low-level signs or greenbelt, these features shall be restored or modified in coordination with the appropriate city department. Necessary

updates will be made to comply with any new right of way adjustments or infrastructure changes, ensuring continued accessibility and adherence to city standards.

D. Maintenance. Licensee shall maintain the signs to the satisfaction of the City, which includes maintaining them in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the signs located within the greenbelt.

E. Placement. The signs shall be placed and maintained in accordance with all conditions set by the Department of Public Works and shall not impede the City's ability to maintain the road, sidewalk, parking meters, greenbelt, or any other City property. The signs shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.

F. Appearance. Licensee shall maintain signs and appropriately trim greenery around signs to allow signs to remain visible to vehicular traffic.

5. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an encumbrance fee, as described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning on the Effective Date and ending 04/30/2026.

C. Annual Renewal Fee. The Licensee is responsible for paying the City an annual renewal fee. Such renewal fee shall be due on or before the expiration of each term. Failure to make timely payment shall result in the automatic expiration of this License and the termination of all rights granted herein. The City reserves the right to adjust the renewal fee amount during any period of the agreement.

6. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, Commercial General Liability insurance, from an insurer rated A-:VII or better by A.M. Best Co. that is qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than $1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy on a primary, non-contributory basis with waiver of subrogation and thirty (30) days' notice of cancellation.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance reasonably acceptable to the City on an Accord form, with copies of all required endorsements attached. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

7. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, damages, liens, penalties, fines, and costs (including attorneys' fees and costs) arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement, excepting all such claims arising from the City's own gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of t Licensee or any third party.

8. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the privileges granted to Licensee under this Agreement.

9. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

10. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

11. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

12. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee 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 Licensee.

13. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under **§3.C.i** of this Agreement.

14. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

15. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, notwithstanding the passage of time. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

17. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

18. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement and do not create any right for such third parties.

19. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or

unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, except that it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

20. ATTACHMENTS

The following attachments are adopted, incorporated by reference, and made part of this Agreement:

A. Attachment A: Licensee's Application

B. Attachment B: Department of Public Works Encumbrance Recommendation Form

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

The Parties hereto have executed this Agreement

LICENSEE
[Hotel Champlain.]
[60 Battery Street, Burlington Vt]

By: _____
[Justin Chapman/ General Manager]

Date: 11/4/2025

By: Kira Putterman
[Kira Putterman/ Director of Finance]

Date: 11/04/2025

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak
Duly Authorized

Date: _____

ATTACHMENT B

City of Burlington, VT

November 4, 2025

REN-25-13

ROW Encumbrance Permit

Status: Active

Submitted On: 9/16/2025

Primary Location

60 Battery Street
Burlington, VT 05401

Owner

DIAMONDROCK BURLINGTON OWNER L
2 BETHESDA METRO CENTER SUITE 1400
Bethesda, MD 20814

Applicant

Justin Chapman
585-721-9138
justin.chapman@aimbridge.com
60 Battery Street
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Seating / Sign / Structure / Amenity Encumbrance

Renewal ?*

No

Encumbrance Description*

Directional signs needed for guests to enter the driveway the right away to avoid traffic disruptions and safety concerns. Two signs in front of building 3ft x 3ft.

Location of Encumbrance *

Front of building on battery street

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

1

Encumbrance Start Date

09/16/2025

Encumbrance End Date

12/31/2036

Area Encumbered (Square Feet)

12

Number of Tables

0

Number of Chairs

0

Company Information

Company Name

Diamond Rock Tenant, LLC

DBA Name

Hotel Champlain, Curio Collection

Phone

802-658-6500

FAX

Street Address

60 Battery Street

City, State Zip

Burlington VT 05401

Email

justin.chapman@aimbridge.com

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the “CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401”.

2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.

3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.

4. Sketch, photo, or blueprint of what you are proposing.

5. Check for Total Amount Due. ($25 Application fee + $1 per square foot)

Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

Please Attach:

1. Certificate of Liability Insurance with holder as the “CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401”.

2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.

3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.

4. Sketch, photo, or blueprint of what you are proposing.

5. Check for Total Amount Due. ($25 Application fee + $1 square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Please Attach:

1. Certificate of Liability Insurance with holder as the “CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401”.

2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.

3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.

4. Sketch, photo, or blueprint of what you are proposing.

5. Check for Total Amount Due. ($25 Application fee + $1 per square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Application Fee: $25 + $1 per square foot encumbered.

Jurisdiction BCO 27-31(a)

It shall be unlawful for any person, firm or corporation to temporarily obstruct a street or sidewalk without first obtaining a written permit therefor from the director of public works or his or her designee, except as hereinafter provided.

Within the Church Street Marketplace District on any portion of Church Street, College Street, Bank Street, or Cherry Street used for vehicular traffic, the director of public works or his or her designee shall not issue a permit until the executive director of the Church Street Marketplace department approves of such obstruction. In the inner two (2) pedestrian blocks of the marketplace district, the executive director of the Church Street Marketplace department shall have exclusive jurisdiction to issue permits.

Required Documentation

Certificate of Insurance

Insurance Expiration Date

–

Endorsement of Additional Insured

Endorsement for Cancellation

Site Map or Photograph(s)

Reporting

Encumbrance For:

–

City Department Review

Attorney Sign Off

Attorney Sign Off Date

–

Right-of-Way Sign Off

Right-of-Way Sign Off Date

–

City Council Review

City Council Meeting Date

–

City Council Approval

City Council Approval Date

–

Attachments

Hotel Champlain Battery Street ROW Directional Signs.pdf
Hotel Champlain Battery Street ROW Directional Signs.pdf
Uploaded by Justin Chapman on Sep 16, 2025 at 11:10 AM

Certificate of Insurance.pdf
Certificate of Insurance.pdf
Uploaded by Justin Chapman on Sep 16, 2025 at 11:11 AM

60 Battery St. Property Owner Conset Form.pdf
60 Battery St. Property Owner Conset Form.pdf
Uploaded by Justin Chapman on Sep 16, 2025 at 11:11 AM

Record Activity

Justin Chapman started a draft Record	09/16/2025 at 11:03 am
Justin Chapman added file Hotel Champlain Battery Street ROW Directional Signs.pdf	09/16/2025 at 11:10 am
Justin Chapman added file Certificate of Insurance.pdf	09/16/2025 at 11:11 am
Justin Chapman added file 60 Battery St. Property Owner Conset Form.pdf	09/16/2025 at 11:11 am
Justin Chapman submitted Record REN-25-13	09/16/2025 at 11:11 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-13	09/16/2025 at 11:11 am
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-13	09/16/2025 at 11:12 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-13	09/16/2025 at 11:12 am

OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-13	09/16/2025 at 11:12 am
Alice Schwencke changed form field entry Phone from "802-6586500" to "802-658-6500" on Record REN-25-13	09/25/2025 at 12:57 pm
Alice Schwencke changed form field entry Company Name from "Diamond Rock Hospitality" to "Diamond Rock Tenant, LLC" on Record REN-25-13	09/25/2025 at 12:57 pm
Alice Schwencke changed form field entry Encumbrance Term (Years) from "11" to "1" on Record REN-25-13	09/25/2025 at 12:57 pm
Alice Schwencke changed form field entry Area Encumbered (Square Feet) from "3" to "12" on Record REN-25-13	09/25/2025 at 1:03 pm
OpenGov system reactivated payment step Encumbrance Fee Payment on Record REN-25-13	09/25/2025 at 1:03 pm
Alex Fox completed payment step Encumbrance Fee Payment on Record REN-25-13	09/26/2025 at 12:08 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
Encumbrance Fee Payment	9/16/2025, 11:11:24 AM	9/26/2025, 12:08:16 PM	Justin Chapman	-	Completed
✔ City Council Approval	9/16/2025, 11:12:14 AM	-	Alice Schwencke	-	Active
Encumbrance Permit Issuance	-	-	-	-	Inactive

ATTACHMENT C

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Justin Chapman General Manager of Hotel Champlain for the use of public right-of-way at 60 Battery Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

Diamond Rock Tenant, LLC D/B/A Hotel Champlain is requesting this temporary encumbrance on the east side of Battery Street to encumber approximately twelve (12) square feet adjacent to the Hotel Champlain business front with in the City greenbelt Right-of-Way

The proposed arrangement is in full compliance with the Burlington Code of Ordinances, specifically Section 27-31(a), which permits encumbrances exceeding 60 days with the approval of Licensing Committee Members. The Department of Public Works (DPW) recommends formalizing this through a structured License Agreement.

We respectfully request that the Licensing Committee and City Council approve this proposal, contingent upon the aforementioned conditions and subject to review by the City Attorney's Office.

Sincerely,
Alice Schwencke

Thank you for your attention to this matter. Should you require further information, I am available at ASchwencke@burlingtonvt.gov or 802-865-7562.

Sincerely,

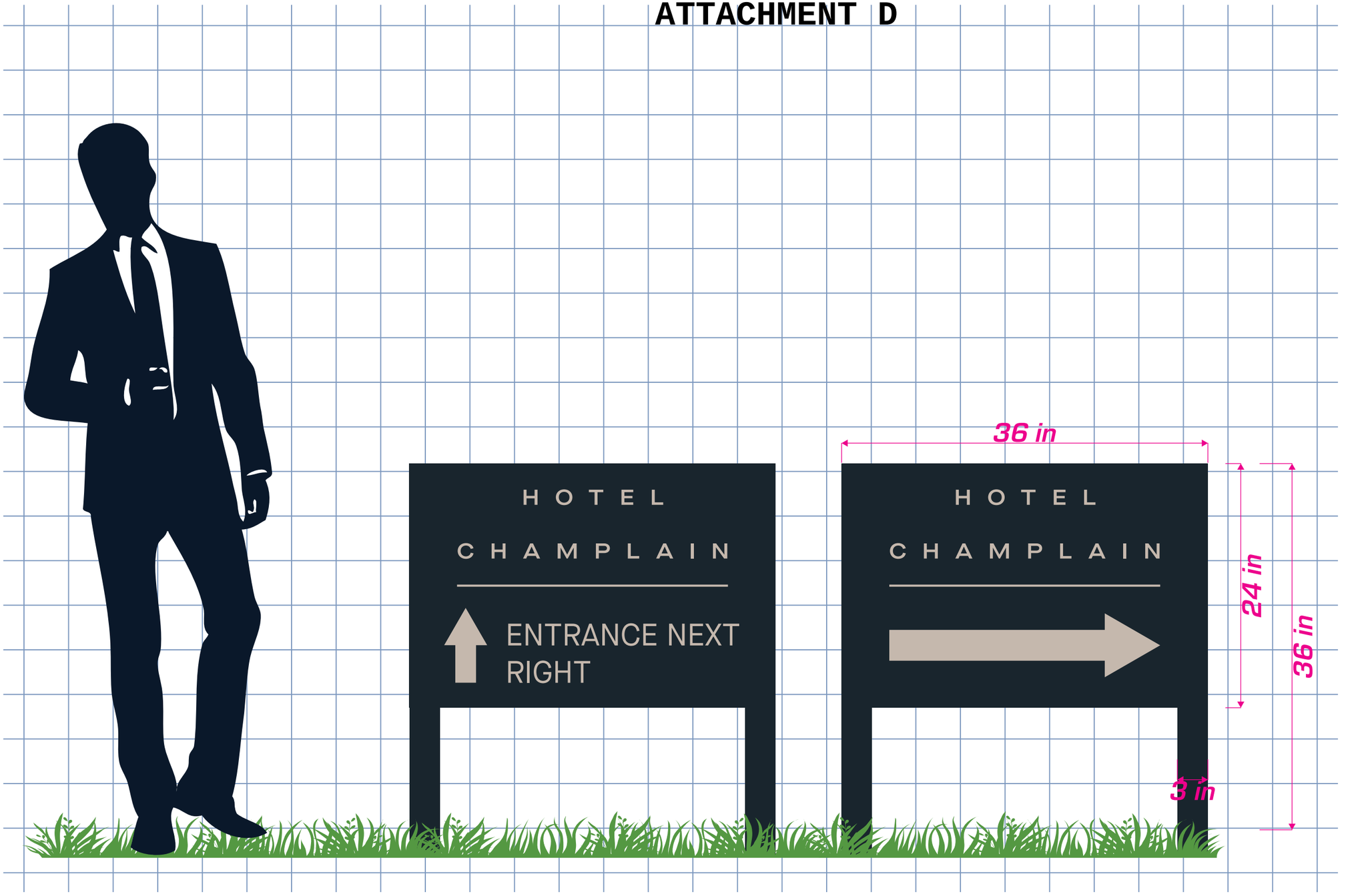
Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington
aschwencke@burlingtonvt.gov
802-495-6176

ATTACHMENT D



CUSTOMER:

Hotel Champlain

JOB NUMBER:

2240 - 8760

MATERIAL:

.080 Thick Aluminum Faces + Reflective Vinyl Graphics

DIMENSIONS:

36"W x 24"H x 3"D
Box Sign
8' x 3" Posts

QUANT ITY:

1 Each

SIDES:

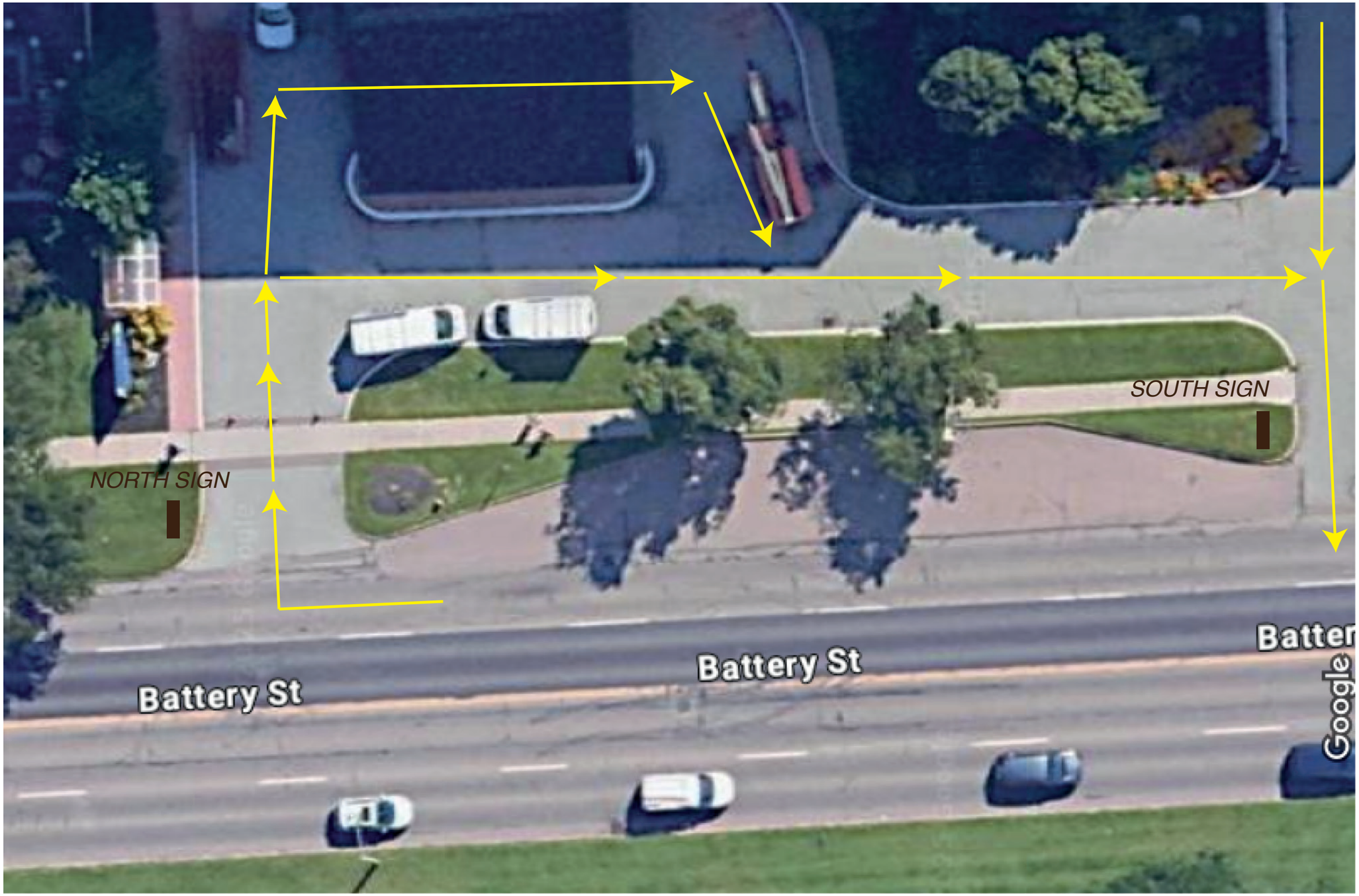
2

ATTENTION: PLEASE READ

EACH ORDER INCLUDES 2 ROUNDS OF REVISIONS. ANY FURTHER REVISIONS WILL BE CHARGED IN 15 MINUTE INCREMENTS.

PLEASE DOUBLE CHECK ALL TEXT FOR SPELLING AND GRAMMATICAL ERRORS. FASTSIGNS IS NOT RESPONSIBLE FOR ANY ERRORS ONCE PROOF IS APPROVED.

FASTSIGNS BURLINGTON



CUSTOMER:

Hotel Champlain

JOB NUMBER:

2240 - 8760

PROPOSED DIRECTIONAL SIGNS TO IMPROVE SAFETY AND FLOW OF TRAFFIC INTO THE DROP-OFF AND VALET AREA.

FASTSIGNS BURLINGTON

CUSTOMER:

Hotel Champlain

JOB NUMBER:

2240 - 8760

MATERIAL:

.080 Thick Aluminum
Faces + Reflective
Vinyl Graphics

DIMENSIONS:

36"W x 24"H x 3"D
Box Sign
8' x 3" Posts

QUANTITY:

1 Each

SIDES:

2

PROPOSED SOUTH SIGN DIRECTING NORTH BOUND GUESTS TO THE ENTRANCE AHEAD. THIS SIGN MAY BE DOUBLE SIDED TO DIRECT PEOPLE TO THE PARKING GARAGE.

FASTSIGNS®
BURLINGTON

CUSTOMER:

Hotel Champlain

JOB NUMBER:

2240 - 8760

MATERIAL:

.080 Thick Aluminum Faces + Reflective Vinyl Graphics

DIMENSIONS:

36"W x 24"H x 3"D
Box Sign
8' x 3" Posts

QUANTITY:

1 Each

SIDES:

2

PROPOSED NORTH SIGN DIRECTING NORTH BOUND GUESTS TO THE ENTRANCE, DROP-OFF AND VALET AREA.
THIS SIGN MAY BE DOUBLE SIDED TO DIRECT SOUTH BOUND GUESTS TO THE ENTRANCE.

FASTSIGNS BURLINGTON

ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2025

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 have ADDITIONAL INSURED provisions or 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 Graham Company, a Marsh & McLennan Agency, LLC company 30 S 15th Street, 20th Floor Philadelphia PA 19102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 215-567-6300 **FAX (A/C, No):** 215-569-3025 **E-MAIL ADDRESS:** connelly_unit@grahamco.com
INSURED DIAMHOS-01 DiamondRock Burlington Owner, LLC c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston MA 02108	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** Continental Insurance Company — 35289 **INSURER C :** Everest National Insurance Company — 10120 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1857304420 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	GL7064302242	3/31/2025	3/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 8,000,000 $ 8,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	BAU7064302225	3/31/2025	3/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	CUE 7091778464	3/31/2025	3/31/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC7064302239	3/31/2025	3/31/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess (5x5)	Y	Y	XC4EX00309-251	3/31/2025	3/31/2026	Limit per Occ/Agg:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor Liability is included on the General Liability Policy.
Liquor Liability Limit: $2,000,000 Each Common Cause/Agg

Garage Keepers is included on the Business Auto Policy.
RE:60 Battery Street, Burlington, VT
City of Burlington included as Additional Insureds on a Primary and Non-Contributory Basis where required by written contract.
Waiver of subrogation applies in favor of additional insureds where required by written contract.
30 days' notice of cancellation/non-renewal applies, except 10 days' notice for non-payment of premium where required by written contract.

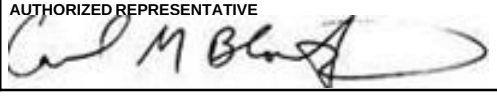
CERTIFICATE HOLDER

City of Burlington
149 Church Street
Burlington VT 05401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CNA

CNA PARAMOUNT

Additional Insured - Designated Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED TO PROVIDE SUCH COVERAGE UNDER THE TERMS OF A WRITTEN CONTRACT OR AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

A. The person or organization shown in the Schedule is an **Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part, by: the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

1. in the performance of the **Named Insured's** ongoing operations; or

2. in connection with premises owned by or rented to the **Named Insured**.

B. However, if coverage for the additional **Insured** is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional **Insured** with:

1. coverage broader than required by such contract or agreement; or

2. a higher limit of insurance than required by such contract or agreement.

C. The coverage granted by this endorsement does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **K.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **K.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

L. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **K.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.L.** of this endorsement, the following sentence is added to the paragraph above:

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Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:
1. is in effect or become effective during the term of the Coverage Part; and 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, March 23, 2026

Tobacco:
Float On
Kerry's Kwik Stop
NJ Beverages
Old North End Variety
The Shopping Bag

Tobacco Substitute Endorsements:
Float On
Kerry's Kwik Stop
NJ Beverages
Old North End Variety
The Shopping Bag

2026-2027 Indoor/Outdoor Entertainment License Renewals
Regular City Council Meeting, Monday, March 23, 2026

Indoor:

Foam Brewer and Deep City
Hilton Garden Inn Downtown
Hotel Champlain Burlington
Hotel Vermont
JP's Pub
Lincolns
Mr. Mike's Pizza
Partizanfilms
Rasputin's
RiRa The Irish Pub
Splash at the Boathouse
St. John's Club
Switchback
T. Rugg's Tavern
Tank Recording Studio
Tap House and Beer Garden
The 126
The Boardroom
The Wallflower Collective
Three Needs
Vermont Pub and Brewery
Zero Gravity

Outdoor:

American Flatbread – Burlington Hearth –
Foam Brewers and Deep City
Hotel Champlain Burlington
Hotel Vermont
Junk's Tea House
RiRa The Irish Pub
Shanty on the Shore
Splash at the Boathouse
Spot on the Dock
Switchback
Tap House and Beer Garden
Vermont Lake Monsters
Vermont Pub and Brewery
Zero Gravity

Lori Olberg

From: Ryan Nick <vermonter1992@gmail.com>
Sent: Thursday, March 5, 2026 7:17 PM
To: City Council; Benjamin Traverse; Becca Brown McKnight; Melo Grant; Gene Bergman; Marek Broderick; Buddy Singh; Carter Neubieser; Sarah Carpenter; Mark Barlow; Joe Kane; Evan Litwin; Allie Schachter
Cc: Mayor's Office; Lori Olberg
Subject: RE: Trouble in the Elmwood Avenue Emergency Community Shelter

You don't often get email from vermonter1992@gmail.com. Learn why this is important
[WARNING]: This email was sent from someone outside of the City of Burlington.

Councilors,

It has recently come to my attention that a known drug dealer is living at the Elmwood Avenue Emergency Community Shelter. I thought the whole idea of this community was to help people transition into permanent housing. How does housing a drug dealer help the other folks staying at the shelter? It is also well known that several 'frequent flyer' shoplifters have been allowed to live there with one selling stolen lululemon merchandise on Facebook Marketplace directly from the shelter. We could easily lose more downtown businesses as many routinely lose $10,000+ of merchandise every month. One recent departure paid over $350,000 to break their lease for this very reason.

When the City first proposed/announced this temporary shelter, the business community warned that this would likely take place and harm the Marketplace. We were told that it would be well run, and our fears were overblown and unwarranted. Unfortunately, this prediction has come true and Church Street merchants are paying a heavy price. As we have witnessed, the business climate on the Marketplace is in rapid decline with record vacancies and lower quality stores filling the void.

Back when the Elmwood Avenue Emergency Community Shelter was first announced, the business community was promised that the program would only be for a three-year period and that we would be provided an opportunity for periodic updates and input. We are now into year four and have never been provided with any opportunity for feedback and updates. This creates a very bad dynamic between city government and the business community. Something needs to change.

What can the city do about this? Who decides who gets to live in the Shelter and why do we continue to let down our neighbors who are most in need?

We all feel ignored. Wish things were different.

Ryan

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641

March 4, 2026

Emma Mulvaney-Stanak
Burlington City Mayor
149 Church Street, Room 34
Burlington, VT 05402

'26 MAR 9 PM 3:12

Burlington City Councilors
c/o Ben Traverse, City Council President
149 Church Street
Burlington, VT 05402

RE: PROGRESSIVE DETERIORATION OF PSYCHOSIS

Attention Burlington City Officials:

Psychosis is defined and identified as sub-normal intellectual and social functioning and by partial or complete withdrawal from reality.

Progressive deterioration is considered to be a generally standard feature of any psychosis, according to psychiatric science.

The political position of the City of Burlington relative to the Diversity, Equity and Inclusion (DEI) policy of the City is product of political psychosis:

- The Supreme Court of the United States has rejected the political concept of DEI as a form of reverse discrimination in the form of affirmative action.

- Reality of fact and law is that the political notion of stuffing political positions with DEI hires is contrary and foreign to the American system of government under *Constitution of the United States*.

- The political DEI policy of the City of Burlington represents sub-normal intellectual and social functioning and withdrawal from reality of fact and law by the political agents of the City of Burlington.

Progressive deterioration of contact with reality is standard feature of psychosis; and by local election result, it is evident that the political psychosis involving erroneous acceptability of DEI under constitutional Form of Government in the United States has spread to the general public of the City of Burlington: The people may elect to change an existing tenet of law, but the people may *not* elect to disregard an existing tenet of law; and the ballot-decision to install DEI policy into the operations of the City of Burlington is the product of mental disorder and public deception, and is a nullity at law (18 United States Code §2381 n. 37, 30 Fed. Cas. pg. 1033).

Accordingly, municipal election result notwithstanding, the City of Burlington shall want to avoid the overtly psychotic act of implementing DEI policy in the City, contrary to reality of fact and law under the United States.

The City of Burlington may not establish jurisdiction of authority contrary to the rule of law of the United States; the City of Burlington may not assist narcotic drug-crime, in insurrection against federal law and *Constitution of the United States*; and the City of Burlington may not harbor illegal alien-residents and protect them from arrest, in opposition to the authority of law of the United States.

The City of Burlington is divorced from reality of fact and law, and is operating in psychosis of political party making with regard to several political ambitions of the City, psychosis that a properly informed general public would not have endorsed. The American people have established right to honest, loyal and faithful service from elected officials and government employees (18 USC §371, US v. Jackson, 850 F.Supp. 1481, US v. McDade, 827 F.Supp. 1153), and political agents of the City of Burlington are not being honest with Burlington City voters.

Conspiracy to oppose by force the authority of the United States is *Seditious conspiracy* 18 USC §2384 (attachment).

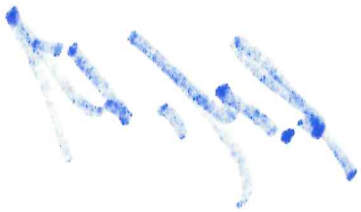
The mental illness of unthinking allegiance to political party is coalescing into the *shared folie* of conspiracy to commit treason, from which you should depart without delay.

Thank you for attention to factual reality, the rule of law, and the necessity of mental wellness among public officers and political agents of State.

Sincerely,

R. Marcus West

attachment



THE CODE OF THE LAWS
OF THE
UNITED STATES OF AMERICA

TITLE 18 — CRIMES AND CRIMINAL PROCEDURE

PART I. CRIMES

18 USCS

§ 2384. Seditious conspiracy

If two or more persons in any State or Territory, or in any place subject to the jurisdiction of the United States, conspire to overthrow, put down, or to destroy by force the Government of the United States, or to levy war against them, or to oppose by force the authority thereof, or by force to prevent, hinder, or delay the execution of any law of the United States, or by force to seize, take, or possess any property of the United States contrary to the authority thereof, they shall each be fined not more than $20,000 or imprisoned not more than twenty years, or both.

1. Generally

Not only combinations to overthrow government, but conspiracies of mutual agreements, whether by few or many, public or private, to forcibly resist or even to delay execution of any law, were high crimes, subject to severe punishment. Charge to Grand Jury --- Treason (1861, CC Mass) F Cas No 18277.

5. Who may commit crime

Predecessor to 18 USCS § 2384 subjected to punishment individuals who were parties to unlawful conspiracies, but who directly avoided any active participation in executing their purpose. Charge to Grand Jury --- Treason (1861, CC Ohio) F Cas No 18272.

6. Conspiracy

As used in predecessor to 18 USCS § 2384, "conspire" is used by Congress as being sufficient to show combination or confederacy, as equivalent to "agree among themselves." Wright v. United States (1901, CA5 La) 108 F 805, cert den 181 US 620, 45 L Ed 1031, 21 S Ct 924.

7. Overthrow of United States

If political party is organized for purpose of overthrowing government of United States by force and violence, it is plainly criminal conspiracy within purview of predecessor to 18 USCS § 2384. Colyer v. Skeffington (1920, DC Mass) 265 F 17, revd on other grounds (CA1 Mass) 277 F 129.

Conspiracy to prevent altogether enforcement of statute of United States was conspiracy to commit treason by levying war against United States. Bryant v. United States (1919, CA5 Tex).

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641

March 3, 2026

Zoie Saunders, Secretary
Vermont Agency of Education
1 National Life Drive, Davis Bldg. 5
Montpelier, VT 05620-2501

RE: ABDICATION OF RESPONSIBILITY

Secretary Saunders:

Local television news reports this morning of a "*glitch*" in the coding system of the Vermont Agency of Education dating back to 2017.

The systemic defect in administrative operation of the Agency of Education involves coding errors relative to the DEI policy and program of school districts in the State.

You have declared publicly that you are dedicated to an educational system that respects DEI policy, despite fact at law that the Supreme Court of the United States has rejected the concept of DEI as a form of affirmative action that is discriminatory.

You are a proponent of political party policy that is adjudged to be inconsistent with the egalitarian values of the United States, and as Vermont Secretary of Education you have taken no action to bring school districts in the State of Vermont into compliance with the Law of the Land under *Constitution of the United States*.

You abdicate responsibility for the coding "*glitch*" and wrongful operation of the Agency through inference that the problem occurred before your assumption of office as Secretary; but in fact and reality, you are the current chief administrator responsible now for the history of operation of the Agency of Education, akin to the responsibility that attaches to the CEO of an incorporated entity.

Didn't they teach you anything at Harvard or Vanderbilt??? Well, learn this: You *are* responsible for what the Vermont Agency of Education is doing *and* you are the agent responsible for what the Vermont Agency of Education has done.

Your case is made further interesting by your asserted personal desire to avoid public attention and the oversight that naturally attaches.

You were never a fit candidate to be Vermont Secretary of Education, you never should have pursued political appointment in Vermont, you should not be involved with political organization engaged in federal drug-crime, you should not be political huckster for an anti-American DEI policy,

and you should quit the politics of the *Green Mountain Mafia* of Vermont and resign from public office without further delay.

You do no good as Secretary of Education for the lawful republic of the State of Vermont.

Sincerely,

R. Marcus West

cf: Governor Phil Scott
Lt. Governor John Rodgers
Senate President, pro tempore, Philip Baruth
Senate Committee on Education
Senate Committee on Economic Development
House Speaker Jill Krowinski
House Education Committee
House Commerce Committee
Secretary of State Sarah Copeland-Hanzas
Attorney General Charity Clark

City of Burlington
Job Description

Position Title: Airport Ambassador

Department: Airport

Reports to: Customer Experience Manager

Pay Grade: ~~9~~ 11 **Job Code:**

Exempt/Non-Exempt: Non-Exempt **Union: AFSCME**

Remote Score: Tier 1

General Purpose: This position is responsible for providing information, assistance, and security measures at the terminal, ground transportation areas and parking garage, and as necessary processing transactions using fee computers for customers while referring more complex issues to foreperson and/or supervisors. In addition, this position assists in maintaining a clean, welcoming, secure and professional environment.
The Airport Ambassador provides exceptional customer service and support to passengers, visitors, and airport stakeholders. This position serves as a welcoming and informative presence throughout the airport, supporting safe, efficient, and positive travel experiences for individuals of diverse backgrounds and abilities.

Essential Job Functions:

- Serve as a front line ambassador at the Patrick Leahy Burlington International Airport terminal buildings, roadways and parking office, by actively engaging with customers to provide assistance with luggage and wheelchairs, locating lost vehicles, answering questions, giving directions, parking information and maintaining safety and security requirements.
- Provide accurate information regarding flight activity, terminal layout, airport services, and amenities
  Coordinate with airport staff, airlines, security, and emergency personnel and others as necessary including general understanding of airport security program and federal requirements.
- Maintain a visible presence throughout terminals, curbside, and public areas.
- Monitor the terminal and garage environment and report unusual events, activities, or hazardous conditions as required.
- Assist with emergencies, including, but not limited to, fire alarms, medical calls, and aircraft emergencies.
- Operate a fixed and/or mobile parking garage monitoring station to assist patrons with entry, exit, payment, and wayfinding.
- Leverage all available technologies including but not limited to automated fee computers, self-service/self-pay kiosks, license plate recognition, intercoms, and video systems and process transactions, resolve issues, provide customer support, and coordinate escorts when needed.
- Be knowledgeable of airport facilities, airport terminal and fire exits, evacuation routes, as, well as other airport buildings, traffic routes and submit work orders and documentation as required.

- Patrol assigned areas, identify and report vehicle parking violations, including, but not limited to, parking in front of fire hydrants, restricted areas, ADA designated parking spots and abandoned vehicles.
- Assist with monitoring vehicles in the parking garage, including directing vehicles to the off-premises parking lot when directed.
- Monitor airline arrival and departure schedules.
- Maintain the "Lost and Found" program by receiving, logging, storing, and assisting customers with retrieving items from airport lost and found and updating the lost and found database.
- Communicate information regarding access and availability of ground transportation at the Airport by being knowledgeable in such information including the City of Burlington Vehicle for Hire Ordinance.
- Inspect parking access revenue control system equipment and/or respond to reported problems with such equipment, including, but not limited to, refilling ticket paper, reattaching gate arms, and power cycling parking machines.
- Assist Working Foreperson and/or airport managers with advanced repairs, including, but not limited to, parts replacement, contacting third party vendors and/or airport Information Technology (IT).
- Assist the working Foreperson with maintaining an accurate report of vehicle capacity in the garage.
- Communicate and cooperate on security and customer service matters as appropriate
- Assist with snow removal and other events, including, but not limited to, shoveling and salting sidewalks and crosswalks to maintain safe areas.
- Assists with on and off-airport events, including, but not limited to, event safety and security, crowd and traffic control, installation of temporary fencing and signage, and general set-up and breakdown.
- Maintain a clean environment throughout the airport, including, but not limited to, sweeping debris, coordinating with janitorial for trash removal, and handling and disposal of biohazard materials using proper tools, Personal Protective Equipment (PPE) and make appropriate work orders.
- Maintain and enhance positive public relations by responding promptly to complaints and inquiries by the traveling public.
- Assist as assigned with miscellaneous tasks, including but not limited to escorting visitors throughout the airport and/or in the Security Identification Areas (SIDA).
- Enforce airport rules and regulations and City Ordinances relating to ground transportation services, traffic flow, and parking of vehicles, including but not limited to directing traffic.
- Follow procedures by properly staffing the concourse security exit lanes as directed in accordance with federally approved airport security procedures (ASP).
- Observe, report, and follow procedures related to safety, security, and operational concerns
- Collect luggage carts and wheelchairs on a regular basis throughout the day.
- Understand and execute Ground Transportation duties such as; permit distribution, which includes collection and recording of payment, and paperwork filing.
- Perform all duties in compliance with airport policies, customer service standards, and applicable regulations.
- Perform other duties as required

Qualifications/Basic Job Requirements:

- High school diploma or equivalent and a minimum of two years' experience working in a public service capacity or an equivalent combination of education and experience is required. Experience in airport or security preferred.
- Must possess a valid driver's license **and pass MVR check.**
- Must complete in-house training and acquire the skills to operate airport vehicle safely and professionally as required.
- Generally understand and be knowledgeable of airport security regulations.
- Must be able to stand for several hours at a time.
- Ability to work extended periods of time in all weather conditions.
- Ability to follow written and verbal instructions.
- Ability to communicate clearly and professionally both orally and in writing.
- Ability to process monetary transactions and apply basic math skills
- Ability to work weekends, nights and holidays as required with potential changes of shifts.
- Ability to interact with the general public, staff members, supervisors, outside contractors and various professional and private customers in a courteous and professional manner at all times.
- Ability to interact effectively with individuals from diverse cultural, social, and economic backgrounds
- Ability to maintain a professional demeanor in the face of confrontation and stressful situations.
- Ability to maintain professional appearance with a friendly, approachable demeanor
- 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.
- Punctuality and the ability to be on-site as scheduled.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to obtain and retain Patrick Leahy Burlington International Airport Secured Area ID badge (SIDA) which includes a 10 year fingerprint based criminal history records check, a security threat assessment check and a written exam.
- Ability to work in modern office environment and use computer hardware and software, tablets, and phones.
- Ability to properly use equipment including department phone and two-way handheld radios capable of tuning into Airport frequencies.

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.

_X_ seeing	_X_ ability to move distances within and between warehouses/offices	___ lifting (specify) _75_ pounds
_X_ color perception (red, green, amber)	_X_ climbing	___ carrying (specify) _75_ pounds
_X_ hearing/listening	_X_ ability to mount and dismount forklift/truck	_ X_ driving (local/over the road)
_X_ clear speech	X_ pushing/pulling	
_X_ touching		
_X_ dexterity		
_X_ hand		
_X_ finger		
_X_ reading - basic	_X_ math skills - basic	_ _ analysis/comprehension
_ _ reading – complex	__ math skills - complex	_X_ judgment/decision making
_X_ writing - basic	_X_ clerical	
_ _ writing - complex		
_X_ shift work	_X_ outside	__ pressurized equipment
_X_ works alone	_X_ extreme heat	_X_ moving objects
_X_ works with others	_X_ extreme cold	__ high places
_X_ verbal contact w/others	_X_ noise	_X_ fumes/odors
_X_ face-to-face contact	_X_ mechanical equipment	_X_ hazardous materials
_ _ inside	_ _ electrical equipment	_X_ dirt/dust

Supervision:

Directly Supervises: ____ 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.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Grade updated 07/01/2022; review feb 2026

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

From: Nicolas Longo C.M.
Director of Aviation

Date: March 9, 2026
March 23, 2026

Subject: Reclassification of the Airport Ambassador Position

Executive Summary:

Patrick Leahy Burlington International Airport, an enterprise fund of the City of Burlington, is seeking approval for the reclassification of Airport Ambassador from a from Grade 9, non-exempt AFSCME position to Grade 11, non-exempt AFSCME position.

Background:

The Airport Ambassador position was created as part of City of Burlington in 2012. This role has grown from managing the front curb to assisting with ground transportation as a whole. As the needs of the airport have grown, this job description has been in need of an update. The Airport Ambassadors are the front lines of the airport. This team is the first staff contact to greet passengers as they arrive to board flights, and they are the last point of contact for passengers to welcome arrivals to Burlington. You may recognize them as the friendly faces out front wearing yellow vests, ready to assist and direct passengers as needed. This team is essential to our customer service and safety at the airport, and currently have 18 members on the team. One part time role and one full time role are currently vacant.

Historically, the responsibilities of this role have included: monitoring both the garage and the front curb, helping with lost and found, and many other things that take place behind the scenes. As our passenger numbers increase, the services we provide and the staff necessary must grow as well. We

seek to reclassify this position from Grade 9 to 11 making it fair and equal to other similar positions with the City. We are updating the job description to accommodate these needs and to best serve our community.

Highlights of the Changes include:

- Monitor and report parking violations
- Maintain "Lost and Found" program
- Participate in snow removal
- Assist with airport events
- Driving City vehicles
- Knowing, understanding and following FAA and TSA regulations

Budget and Financial Impact:

The fiscal year 2026 salary cost increase due to this reclassification will be covered within the already approved budget. Several position vacancies have resulted in lower overall payroll costs. Due to this savings, the additional salary increases can be absorbed into the current budget.

Current Grade	**Current annual Salary**	**New Grade**	**New Annual Salary**
Grade 9 Step 1-15	$21.1452/hour or $43,982 annually - $25.0991/hour or $52,206 annually	Grade 11 Step 1- 15	$23.0978/hour or $48,043 annually - $27.4424/hour - $57,080 annually

Motions:

The Airport respectfully requests the following proposed motions:

Board of Finance Motion

"To approve and recommend that the City Council approve the proposed reclassification of the Airport Ambassador position from Grade 9 to Grade 11, with corresponding changes to the job description for the position."

City Council Motion:

"To approve the proposed reclassification of the Airport Ambassador position from Grade 9 to Grade 11, with corresponding changes to the job description for the position."

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to Reclassify the Airport Ambassador Position

Approval Requested:		Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	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	2/27/2026	Nicolas Longo
Mayor's Office	Yes	3/3/2026	Kara Alnasrawi
Board/Commission	Yes	2/27/2026	Airport Commission
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	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	3/2/2026	Katherine Schad
Human Resources, if personnel action or policy	Yes	2/27/2026	Orieta Glozheni
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Director of Aviation

Executive Assistant

Director of Finance

Director of Innovation and Marketing

Director of Planning, Engineering and Sustainability

Deputy Director of Aviation Administration

Deputy Director of Aviation Operations

Office Assistant II

Acct Rec

Marketing Assistant

Office Assistant II

Associate Airport Engineer

Manager Properties

WF Properties

MX Worker

Electrician

Manager Customer Experience

WF Landside

MX Worker

WF Ground Transportation

Ambassadors

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

Manager Airfield

WF Vehicle Equip MX

WF Airfield

MX Worker

Mechanic

WF Electrician

Manager Operations

Ops Specialist

WF Operations

WF = Working Foreman

MX Worker = Maintenance Worker II

January 2026

MEMORANDUM

DATE: March 23, 2026

TO: Board of Finance and City Council

FROM: Phil Lewis, Director of Parks, Recreation & Waterfront

RE: Request for Creation of Position and Job Description
Department of Parks, Recreation & Waterfront

INTRODUCTION

We are requesting Board of Finance and City Council approval for creation of the position of Recreation Manager, Leddy Arena and Sports in the Burlington Parks, Recreation and Waterfront (BPRW) Department. This position will support programming and operations at Leddy Ice Arena and citywide programming for Sports and Athletics. The position will be critical to ensure seamless, high-quality delivery of recreation services at the point where programs, facilities, and customers intersect.

BACKGROUND

At the beginning of FY26, BPRW eliminated eight (8) positions in the department as part of the ModernGov initiative and budget reductions due to structural funding gaps. The loss of these positions made it necessary to re-evaluate operations utilizing available resources.

BPRW leadership have worked diligently over the past several months to evaluate department operations and gaps that exist for supporting front line personnel and service delivery. Meetings were held with staff from all areas of the Department and with our AFSCME labor partners. Informed by this work, an updated organizational chart has been developed to most effectively and efficiently meet Department needs. Additionally, it was evident that appropriate supervision and leadership is required at Leddy Ice Arena leading to the request for creating this position.

RATIONALE FOR CHANGE

The updated organizational structure and proposed creation of the Recreation Manager, Leddy Arena and Sports position addresses several critical areas of need for the department:

- **Fiscal Sustainability & Access:** The facility represents a significant City asset with multiple revenue streams. The position will manage contracts as well as responsibly balance equitable access to Leddy Ice Arena and revenue generation identifying opportunities to increase participation and usage
- **Service Delivery**: Focus on creating and maintaining a safe, clean, and welcoming environment for all guests and program participants, including coordination of programs, facilities, and customer service.
- **Staff Morale:** Sets a vision and organizational framework for department staff and direct support for the team at Leddy Ice Arena.

FUNDING THIS PROPOSAL

BPRW has sufficient savings from a vacant Recreation Specialist position and savings in operating supplies to fund the creation of this position. The Recreation Manager has a FY26 impact of $21,149 for the remainder of the fiscal year. No additional General Fund appropriations are required. For FY27 we expect this position to generate additional revenues of $22,000 to offset this request.

CONCLUSION AND REQUEST

The creation of this position represents a key investment in our workforce and the long-term sustainability of the Department. As we continue to modernize our operations, it is essential that we remain nimble with an effective organizational structure for strategically focused service delivery. This position is essential to delivering consistent, high-quality recreation services at a major City facility. By integrating program management, facility operations, and customer service under one role, the City ensures efficient operations, strong community engagement, and responsible stewardship of public assets.

Motions

Board of Finance:

1. To approve and recommend that the City Council approve creation of one (1) Recreation Manager: Leddy Arena and Sports, a regular, full-time, non-union, exempt, grade 20 position in the Department of Parks, Recreation, and Waterfront.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to make such amendments and transfers of funds to the FY26 Budget as may be necessary or convenient to effect the foregoing position creation, in substantial conformance with the information outlined in the above staff report, for a budget neutral fiscal year impact.

City Council:

1. To approve creation of one (1) Recreation Manager, Leddy Arena and Sports, a regular, exempt, full-time, non-union position, grade 20 in the Department of Parks, Recreation, and Waterfront.
2. To authorize the Chief Administrative Officer or designee to make such amendments and transfers of funds to the FY26 Budget as may be necessary or convenient to effect the foregoing position creation, in substantial conformance with the information outlined in the above staff report, for a budget neutral fiscal year impact.

The BPRW leadership team is prepared to answer any questions you may have and provide any additional detail as needed. Thank you for your consideration.

ATTACHMENTS

A – Job Description for Recreation Manager, Leddy Arena & Sports
B – Org. Chart reflecting position within department structure

City of Burlington
Job Description

Position Title: Recreation Manager, Leddy Arena & Sports

Department: Parks, Recreation & Waterfront

Reports to: Director of Parks, Recreation & Waterfront

Pay Grade: 20 **Job Code:** 1208

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

General Purpose: This position is responsible for planning, organizing, staffing directing, controlling, budgeting and evaluating assigned recreation programs and managing operations of assigned recreation facilities.

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.)

- Plan and promote programs to encourage participation in recreational activities.
- Recruit, supervise, schedule, train and evaluate all full-time, seasonal, limited service and volunteer personnel in order to cover all shifts, programs, and events in accordance with union contracts, personnel policy, and operating procedures of the department.
- Analyze community recreation trends and evaluate local demands in order to provide balanced recreation offerings.
- Train and supervise all supervisory staff in the operation of all equipment, apparatus and technology applications necessary for effective facility operations.
- Develop and maintain schedule for recreation facilities, including but not limited to collection and tracking of revenues and communicating user needs to facility staff.
- Procure, inventory, and issue supplies, equipment and instructional materials in programs and events.
- Oversee assigned customer service staff and their related functions for recreation facilities, including department phone reception, direct customer service, program registrations, scheduling, tracking receivables, depositing receivables, maintenance of customer database, marketing programs, etc. Provide backup support to administrative staff during absences.
- Create and maintain a welcoming, safe, clean, and positive environment for all guests and program participants. Monitor facility conditions and coordinate with staff as appropriate.
- Publicize programs and activities through appropriate media in accordance with department procedures and policies.

- Prepare and submit reports, records of activities to the Director of Parks, Recreation & Waterfront as requested.
- Develop, prepare and implement program and facility goals including annual review(s) with program members.
- Formulate, monitor and allocate budget resources among various recreation programs and operational areas.
- Work collaboratively with Department leadership in formation and implementation of policies and procedures for recreation programs and facilities.
- Oversee the Arena Pro Shop operation, including but not limited to, marketing, inventory management, staffing, financial reporting, equipment maintenance etc.
- Work collaboratively with Department leadership in negotiation of contracts, manage and monitor lease compliance for tenants operating within the assigned facility; initiate corrective actions as necessary.
- Ensure appropriate methodology and high-quality results through long and short range planning sessions with Department leadership.
- Ensure program adherence to quality standards established by department procedures, City regulations and state and industry standards.
- Promote positive working relations with public, private, voluntary and commercial agencies sponsoring and co-sponsoring activities and services with the department.
- Develop system for collection of fees and charges for recreational activities and events.
- Prepare and administer contracts and agreements with local and state level agencies.
- Design procedures for the effective and efficient use of department and community resources.
- Establish recreational program standards and submit to Director of Parks, Recreation & Waterfront for review annually.
- Ensure proper handling and reporting of cash receipts/deposits for facility rentals, program registrations, contractual payments, POS services, donations and advertising.
- Manage and develop program budgets, forecasting future trends.
- Manage various budget tasks, including but not limited to recommending annual budget appropriations, procuring supplies, managing expenditures, processing invoices and pay requests, forecasting revenue, recommending annual fee adjustments, preparing reports, soliciting quotes, and securing donations.
- Compile and evaluate information on participation, attendance, facility utilization, efficiency and effectiveness of operations.
- Participate in the development of goals and objectives of the Parks, Recreation & Waterfront Department.
- Perform various budget tasks, including but not limited to, recommending annual budget appropriations, effecting expenditure control, forecasting revenue, recommending and implementing fee increases, preparing and monitoring budget reports, monitoring overtime, while ensuring that operating budget is kept within appropriated levels.
- Provide information to Marketing and Outreach Manager to assist in the preparation of fund raising and grant applications as needed.
- Position may require the operation of City vehicles and/or personal vehicles in order to conduct City business.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in Recreation, Business Administration, Public Administration or related field with 5 years of progressive supervisory experience. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Two years' experience in supervision/administration of Recreational Services required
- Must be able to obtain and maintain a CPRP, certification from state and national professional associations.
- Knowledge of the principles and practices of recreational program administration required.
- Knowledge of and experience in recreation facility operations is required.
- Knowledge of and experience in managing budgets and budget projection is required, with familiarity in operation of software and technology that supports facility operations.
- Ability to obtain a valid driver's license within 45 days of hire and the continued maintenance of a valid driver's license. Operation of a City vehicle or personal vehicle to conduct City business without providing proof of a valid driver's license to Human Resources will not be permitted. A valid driver's license shall be defined as a current state of residence-issued license to operate a motor vehicle on public roadways. Position also requires the ability to be covered under the City's vehicle insurance policy prior to operation of any City vehicles or non-City vehicles for City business
- Knowledge of public recreation programming philosophy.
- Knowledge of and experience in customer service is required.
- Ability to recruit, train and supervise professional and seasonal staff.
- Ability to communicate effectively, both orally and in writing, with staff members and the public.
- Ability to work with groups and coordinate multiple activities simultaneously.
- Ability to interact with parents and school officials in a professional and courteous manner.
- Ability to establish/maintain effective working relationships with City staff and the general public.
- Ability to enforce disciplinary measure in a constructive manner.
- Ability to attend training and conference after normal working hours.
- Ability to work evenings, weekends and holidays.
- Ability to be on-call at all hours.
- Ability to work in and around cold indoor temperatures.
- Ability to operate in an entrepreneurial fashion in order to generate required revenues.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, database, publishing, and presentation software.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

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

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

Supervision:
Directly Supervises: 3 Full-time staff, 75 Seasonal staff, Indirectly Supervises: 25 Volunteers

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

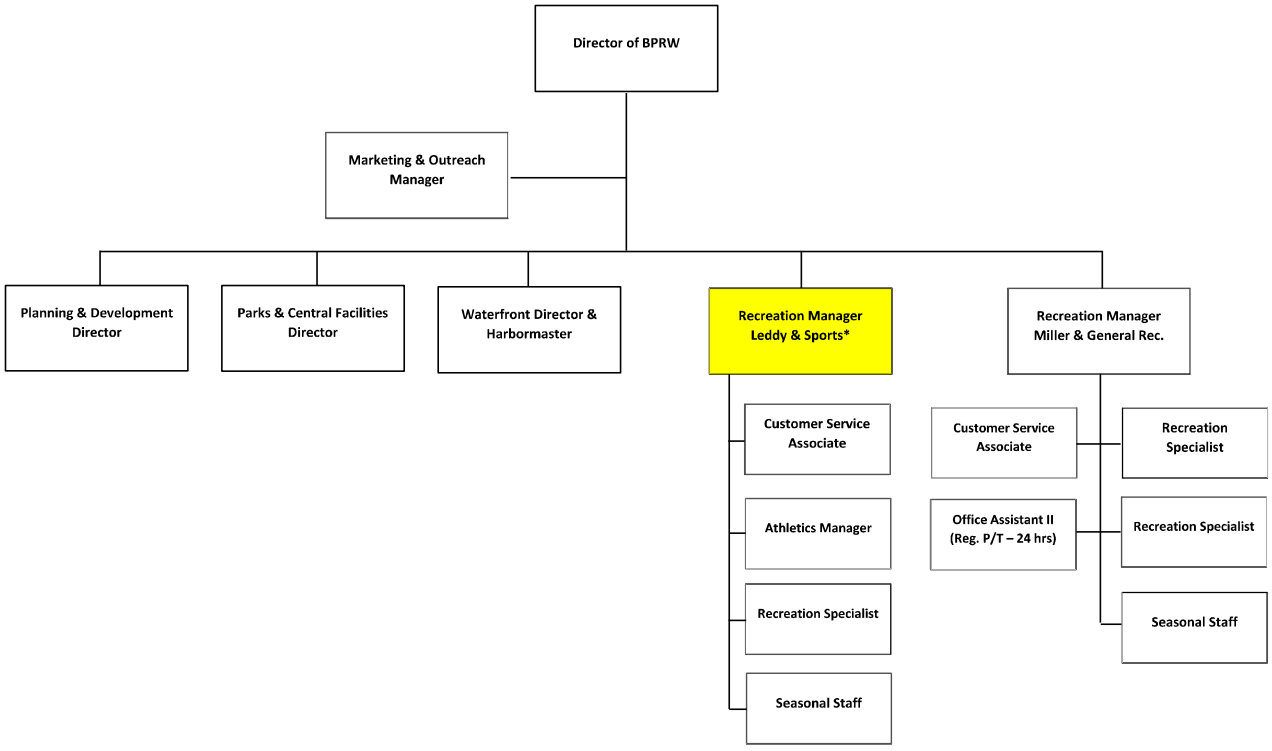
Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created March 2026

Burlington Parks, Recreation & Waterfront (BPRW)



* Conversion of vacant Recreation Specialist – needs approval of Board of Finance & City Council

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Parks, Recreation & Waterfront Submitter: Phil Lewis

Title/Subject: Position and Job Description Creation

Approval Requested:		Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Both BOF and Council	3/23/2026

Instructions

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5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	3/17/2026	P. Lewis
Mayor's Office	Yes	3/17/2026	K. Alnasrawi
Board/Commission	N/A		
City Attorney's Office for memo and contracts or legal documents	Yes	3/18/2026	H. McClenahan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	3/18/2026	H. McClenahan
CAO for budget, financing, and memo	Yes	3/17/2026	K. Schad
Human Resources, if personnel action or policy	Yes	3/18/2026	O. Glozheni
CIO, if IT-related	N/A		

BURLINGTON
PARKS
RECREATION
WATERFRONT

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager

CC: Phil Lewis, Department Head Parks Recreation & Waterfront
Deryk Roach, Parks and Central Facilities Division Director
Ashley Parker, Capital Program Director

Date: March 9, 2026

Re: Acceptance of Pomerleau Foundation Donation, Construction Contract Authorization, and Budget Amendment Authorization for the Lobby Construction Project at the Burlington Police Department

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Executive Summary:

Burlington Parks, Recreation & Waterfront ("BPRW") seeks approval to execute all necessary contracts, budget amendments, and acceptance of donation funding to remodel the lobby in the Burlington Police Department (BPD). After receiving bids for the construction work, BPRW identified a low bid of $147,575 (including contingency), creating a total project budget of $190,775. The City has already set aside $150,000 of General Fund Capital Bond proceeds (Bond Series 2023A), and supported the initial design costs ($9,500) with General Fund revenues. This leaves a funding gap of $31,275, which the Pomerleau Foundation has offered to fund via a donation. This donation will allow the City to complete the lobby remodel at the BPD, thereby creating a safe and welcoming reception space for a person that will provide direction and other services to those entering the BPD.

Background:

Our Police Department, located at 1 North Avenue, was originally built in 1929-1930, and was renovated in 1995 when the Burlington Police moved into the building. To better serve the public in Burlington, the BPD is in the process of hiring a receptionist. This position was recommended per the Mayor's Safety Advisor meetings and the City needs to create a safe, secure space for this employee. The addition of a secure receptionist area in the lobby of the Police Department will create a clear, welcoming, and controlled point of contact between the public and law enforcement and provides improved access to services and reduces confusion for those entering the building during normal business hours. The Executive Manager of the Police Department and the Central Facilities Manager met with local

architecture firm Dore + Whittier to plan for this new upgraded space. A formal RFPQ for the construction was published on December 23, 2025. We had (2) construction companies attend the pre bid meeting and submit bids. We intend to award the project to the low bidder, Farrington Construction. The matrix below shows two safety alternates to include a fire extinguisher and AED machine which we will accept for the project. Please see bid matrix:

Constuction Bid Matrix				
Burlington Police Department Lobby				
Company	Base Bid	Alt 1: Add Fire Extinguisher	Alt 2: Add AED	Total
Farrington Construction	$131,875	$500	$2,200	$134,575
ReArch Construction	$223,453	$1,550	$3,041	$228,044

Financial Impact:

The initial conception work was completed and paid for through the General Fund ($9,500). The matrix below shows a total project cost, including construction at a total of $ 181,275. In FY26, Council approved an annual Capital Budget that authorized the use of $150,000 from Capital Contingency for the Lobby project. This leaves a variance to complete the project in the amount of $31,275. The Pomerleau Foundation has offered a generous donation in the amount of $31,275 in order to complete this project.

BPD Lobby Construction Expenses 2026					
Item		Cost	PO Created	Complete	Source
Preliminary Design		9,500	2026-1264	Yes	GF Budget
Final Design & Architectural PM		33,700	2026-2386	No	810 - PD Const
Construction		134,575	NA	No	
Construction Contingency		13,000	NA	NA	
Hazmat Testing & Removal		11,000 EST	NA	NA	
Permits		0	NA	NA	
Furniture		8,000 EST	NA	NA	
Moving of BPD Items		NA	NA	NA	
Security		6,000 EST	No	NA	
Signage		1,000 EST	No	NA	
Computer Phone & Tech		20,000 EST	No	NA	
Total:		190,775			
GF	9,500				
Capital	181,275				
Revenues Available for Project					
Capital Contingency (FY26)	Approved & Transferred to 810	$150,000.00			
Variance		($31,275.00)			

Motions:

Board of Finance Motion

To approve and recommend that the City Council authorize the following in support of the Lobby Remodel Construction project at the Burlington Police Department: the Director of Parks, Recreation, and Waterfront, or designee to execute a contract and all other documents necessary or convenient to carrying out the project with Farrington Construction, for a price not to exceed $134,575 plus a contingency amount of $13,000, for a total authorized contract expenditure not to exceed $147, 575; the acceptance of the donation from the Pomerleau Foundation in the amount of $31,275; and the Chief Administrative Officer, or her designee, to effect necessary budget amendments and transfers of funds associated with the donation amount noted above.

City Council Motion

To approve and authorize the following in support of the Lobby Remodel Construction project at the Burlington Police Department: the Director of Parks, Recreation, and Waterfront, or designee to execute a contract and all other documents necessary or convenient to carrying out the project with Farrington Construction, for a price not to exceed $134,575 plus a contingency amount of $13,000, for a total authorized contract expenditure not to exceed $147, 575; the acceptance of the donation from the Pomerleau Foundation in the amount of $31,275; and the Chief Administrative Officer, or her designee, to effect necessary budget amendments and transfers of funds associated with the donation amount noted above.

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GRANT AGREEMENT

This Grant Agreement (this "Agreement") is entered as of March __, 2026 (the "Effective Date"), between the City of Burlington, a Vermont municipal corporation (the "City"), with a mailing address of 149 Church Street, Burlington, VT 05401, and the Antonio B and Rita M. Pomerleau Foundation, a Vermont domestic nonprofit corporation ("Foundation"), with a mailing address of 69 College Street, Burlington, VT 05402, with respect to the following facts:

A. The City's police station, located at 1 North Avenue, needs certain capital improvements, including a project to construct a new reception desk inside the lobby of the police department (the "Lobby") as the Mayor's Community Safety Advisory Team recommended a position to provide direction to those needing services at the Police Department in Fall 2024. Plans for the Lobby have been developed by a City-procured consultant, are on file with the City, and went out to bid on December 23, 2025.

B. The Foundation was established to provide charitable capital to support healthy and vital communities. The Foundation desires to provide financial support for the completion of the Lobby project.

C. The City has identified an estimated budget for the Lobby of $190,775 and has secured $150,000 in Capital Bond Proceeds (Series 2023A) proceeds as approved by City Council through the FY2026 Budget, and $9,500 from BPRW General Fund Operating for design costs, leaving a gap in project funding of $31,275. The City will engage with a qualified Contractor to implement the project pursuant to the City's purchasing policy.

D. The Foundation desires to donate $31,275 (the "Grant") to fill the budget gap for the project so that the Lobby can be completed. The City desires to accept the Grant, on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. As a condition precedent to the City's obligations hereunder, the Foundation shall make the Grant to the City within a reasonable time following the Effective Date.

3. As soon as reasonably practicable after receiving the Grant, the City will negotiate a construction contract with a selected Contractor per the City's procurement process using the City's standard forms for construction contracts of this size.

4. If the City is unable to negotiate a construction contract within the project budget total project budget, then, after meeting and conferring in good faith with the Foundation to explore options, the City may refund the Grant to the Foundation and terminate this Agreement without any further obligations hereunder.

5. Any unused amount of the Grant shall be returned to the Foundation within a reasonable time after the work is completed.

6. Nothing in this Agreement shall affect in any manner whatsoever the City's building, land use, and other municipal authority over the Lobby project, and nothing herein shall be deemed to waive any zoning or other City requirements applicable thereto.

7. The term of this Agreement shall continue until each party has satisfied its obligations hereunder.

8. The parties are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, neither party intends to form a partnership, joint venture, or similar enterprise.

9. There are no third-party intended beneficiaries of this Agreement.

10. Both parties shall be excused from performance hereunder that is not reasonably practicable due to facts or circumstances beyond that party's control; provided, however, that notice of any such circumstance shall be given to the other party in a timely manner.

11. This Agreement shall not be construed against either party, but instead any ambiguity shall be construed liberally in favor of the Agreement's objects and purposes.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as closely as possible.

14. Neither party shall assign this Agreement without the written consent of the other party. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing signed by both parties.

15. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles. Venue for this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.

16. Neither party shall file any litigation arising from this Agreement 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. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

17. Any notice required under this Agreement shall be given to the receiving party at the address in the opening paragraph, unless another address is given by notice. In case of personal delivery, notice shall be deemed given upon receipt. In case of notice by U.S. mail, notice shall be deemed given three (3) days after deposit in the mail. In case of notice by overnight courier, notice shall be deemed given the day after deposit with a reputable courier. In case of notice by electronic means, notice shall be deemed given upon written acknowledgment of receipt.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

City of Burlington

By: _____
Chief Executive Officer

Antonio B and Rita M. Pomerleau Foundation

By: _____
First Authorized Officer

By: _____
Second Authorized Officer

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: Acceptance of Donation from the Pomerleau Foundation for Lobby Construction Project in Burlington Police Department

	Approval:	Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	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	2/11/26	Phil Lewis
Mayor's Office informed and approved memo	Yes	2/26/26	Kara Alnaswari
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.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	2/20/26	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	2/26/26	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Attorney Approved Grant Agreement
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

MEMORANDUM

Date: March 9th, 2026 and March 23rd, 2026
To: Board of Finance and City Council

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

Re: **ASW Juneteenth Mural**

Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to review and approval of the City Attorney's Office, granting City funds as follows: $3,500 to Arts So Wonderful in support of the creation of three community murals.

Background

The REIB seeks to sponsor Arts So Wonderful to produce three community murals and to condition and touch up the two previous year's Juneteenth murals. The REIB and City Council have supported the creation of Arts So Wonderful's Juneteenth Mural Celebration for the last two years. Ongoing support of the Juneteenth Mural Celebration meets the goals of the REIB as this support is essential in cultivating a more inclusive and welcoming community.

The Juneteenth Mural Celebration is an interactive event where community members can participate in the creation of Juneteenth murals. The murals and celebration serve to honor the history and significance of Juneteenth. They will acknowledge the legacy of slavery and the ongoing fight for freedom and justice. Artists will work to create the murals days in advance and finish the murals after Juneteenth for display in Burlington.

Funding for Project

Art so Wonderful's grant from the REIB is $3,500 and is included in REIB's FY26 Community Celebrations GL.

Department Contact

If you have any questions, please contact Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging at kperkins@burlingtonvt.gov.

Motions

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

1. Board of Finance Motion:

   Move to approve and recommend the City Council approve the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of $3,500 to Arts So Wonderful to support the creation of three community murals and, in addition, touch ups and conditioning of the 2024 and 2025 Juneteenth murals from the Community Celebrations GL.

2. City Council Motion:

   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 $3,500 Arts So Wonderful to support the creation of three community murals and, in addition, touch ups and conditioning of the 2024 and 2025 Juneteenth murals from the Community Celebrations GL.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: ASW Juneteenth Mural

Approval Requested:		Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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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	2/23/2026	Kelli Perkins
Mayor's Office	Yes	2/27/2026	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	2/27/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	2/26/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

City of Burlington
Department of Public Works

Parking Services Division
645 Pine Street
Burlington, VT 05402
P 802-540-2380
www.burlingtonvt.gov/parking

Memo

To: Board of Finance
City Council

From: Chapin Spencer, Director of Public Works
Jackie Esperti, Division Director, Parking and Traffic

CC: Kara Alnasrawi, Mayor's office
Lynn Reagan, HR

Subject: Parking Service Agent Tiering

Date: March 9, 2026/ March 23, 2026

Request:
DPW is seeking City Council approval to create a two-tiered structure for the City's Parking Services Agents to increase recruitment and retention, offer career growth opportunities and build an even higher-performing, revenue-generating team. This effort is consistent with recent tiering of other DPW positions.

Background:
The City's 10 Parking Services Agent (PSA) positions (8 full-time, 2 part-time) provide essential safety and equity services to the City. Safety services include keeping parked vehicles from blocking fire hydrants, obstructing intersection sight lines or remaining on-street during parking bans for overnight street maintenance activities. Equity services include monitoring metered parking, accessible spaces, residential permit parking areas, loading zones and other regulated areas so that everyone has equitable access to the City's parking resources. In addition, the PSAs provide customer service throughout the day helping direct people to destinations, explaining the City's parking policy, and helping people pay for their parking sessions. Because a large part of the PSAs work is compliance-based and does result in issuing parking tickets, their work generates over $500,000 of net revenue annually to the City's General Fund.

The Parking Services Agent (PSA) position is one that requires a high level of knowledge regarding ordinance, policy and procedure, as well as interpersonal skills in educating and assisting the public with sometimes very difficult circumstances. While some of these attributes can be innate, most of the skill development requires hard work, dedication and experience to develop over time. Our goal is to have

PSAs that are great representatives and ambassadors for the city that have developed those skills to the best of their ability.

A two-tiered PSA structure provides an introductory opportunity for job seekers to start their career with the City, and then encourages and rewards motivated staff to grow their skills and operate at a higher level. When the training and experience results in the demonstrated competency to handle greater responsibilities and provide better customer service, there is a monetary reward and status that is achieved. Tiering the PSA position is a great tool to realize those outcomes.

The PSAs are currently Grade 11 positions. To enhance productivity and career growth for these positions, we've developed a proposed Tier II position (Grade 12) that requires a higher competency – including the ability to use license plate reader (LPR) technology, provide traffic control and complete office tasks in the parking management software (AIMS). The additional grade of the Tier II position will cost about $2,500 per year per employee. If 6 of the 10 positions attain Tier II, it would cost about $15,000 per year. Use of LPR (which is planned be implemented this Spring) will help achieve far greater revenues each year. We project a year-over-year $50K-$100K revenue bump in the first year alone, for a net positive impact on the General Fund's bottom line.

To ensure the tiering is fairly evaluated and granted, Parking Services has established a written checklist that includes tasks, tests, trainings and skills that must be fully met before a PSA is cleared to advance into a Tier II position.

Justifications for advancing the proposed tiering:

- Consistent with ModGov goals: It enables the implementation of an industry-tested technology that will deliver more efficient enforcement.
- Provides greater net income for General Fund: Projected to net at least $50,000 more per year in the Parking Services program.
- Delivers new products for Downtown renaissance: LPR will enable us to launch flexible punch card permits for municipal garages and lots.

Conclusion:
There are numerous ways to provide evidence of a higher level of skill as a PSA. The tiered PSA job descriptions work to provide the means to identify that evidence. When the skills and attributes are provided, the PSAs are made more aware of the goals of Parking Services and how we define the qualities we are looking for every day in the field.

This process provides motivation for the PSAs to meet those goals and be the best ambassadors that they can be for the city. That recognition inherent to the process is important and will provide a means to make a challenging job more rewarding, and change the organizational culture to one where the PSAs are more inclined to strive for excellence.

Thank you for your consideration. Feel free to reach out to either of us (cspencer@burlingtonvt.gov or jesperti@burlingtonvt.gov) with any questions or feedback.

Motion:

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

1. The reclassification of the Parking Services Agent position from a Full-time, Non-exempt, AFSCME, Grade 11 position to the Parking Services Agent I position, a Full-time, Non-exempt, AFSCME, Grade 11 position, and the Parking Services Agent II position, a Full-time, Non-exempt, AFSCME, Grade 12 position. The reclassification of the Parking Services Agent position from a Part-time, Non-exempt, AFSCME, Grade 11 position to the Parking Services Agent I position, a Part-time, Non-exempt, AFSCME, Grade 11 position, and the Parking Services Agent II position, a Part-time, Non-exempt, AFSCME, Grade 12 position.

City Council: To approve and authorize:

1. The reclassification of the Parking Services Agent position from a, Full-time, Non-Exempt, AFSCME, Grade 11 position to the Parking Services Agent I position, a Full-time, Non-exempt, AFSCME, Grade 11 position, and the Parking Services Agent II position, a Full-time, Non-exempt, AFSCME, Grade 12 position.

2. The reclassification of the Parking Services Agent position from a Part-time, Non-exempt, AFSCME, Grade 11 position to the Parking Services Agent I position, a Part-time, Non-exempt, AFSCME, Grade 11 position, and the Parking Services Agent II position, a Part-time, Non-exempt, AFSCME, Grade 12 position.

City of Burlington
Job Description

Position Title: Parking Service Agent

Department: Public Works Division: Parking

Reports to: Parking Services Manager Location: Burlington, VT

Pay Grade: 11 **Job Code:** 439

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Salary: $23.09 - $25.70 Hourly Opening Date:

$48,027.20 - $53,456.00 Annually Closing Date:

General Purpose: This position is responsible for enforcing parking safety and equity related ordinances in the City of Burlington by issuing tickets and coordinating the towing of vehicles that pose a safety risk or infringe on equitable parking opportunities. Additionally, this position acts as a customer service representative regarding parking services in City's the on-street and off-street parking resources. This position includes providing information, assistance, and support to customers using the various parking payment platforms the City offers.

Essential Job Functions

- Patrol assigned area/route and identify vehicles parked in violation of posted safety regulations (hydrants, here to corner, blocked driveways, ~~un-registered,~~ etc.) and/or equity regulations (meters, handicapped, abandoned, scoff, etc.), issue tickets and, as necessary, coordinate vehicle towing with the Parking Services Coordinator.
- Serve as ambassador for the City of Burlington by actively engaging with and providing assistance to the community related to parking.~~,~~ This assistance will includ~~e~~~~ing~~ directing vehicles to alternate parking resources when necessary. Respond to questions and inquiries from the general public, and provide information regarding parking services, regulations, procedures, directions, etc. in a professional manner.
- Relay parking related complaints received by the public to the Parking Services Coordinators.
- Participate in ~~During~~ parking bans work with towing services and other City departments to remove vehicles as necessary to ensure expeditious and effective street cleaning and plowing operations.
- Assist customers with the location and use of self-service/self-pay equipment.
- Remain informed of special events and attractions in Burlington, and also the Chittenden County area.
- Monitor phones~~, radios, surveillance cameras, door alarms,~~ Teams communications and other authorized methods of communication ~~weather-related equipment~~ as directed.
- Monitor garage and lot environments and report unusual events or hazardous conditions to supervisor or security.
- Monitor and count parked vehicles in the garages as well as permitted hotel guests.
- Maintain accurate records of work activities in accordance with policies and procedures.

- Provide administrative support to Parking Services Coordinator as needed.
- Respond to subpoena to testify in court as needed.
- Conduct Vehicle Inspection Number certification as needed.
- Provide assistance to police officers as requested.
- Maintain and relocate parking signs as needed
- Pick up minor litter in garages and lots and notify office staff of larger janitorial issues
-

~~**Non- Essential Job Functions**~~

- ~~Assist with training new staff as needed.~~
- ~~Perform other duties as required.~~
- Perform other duties as required

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- Valid Driver's License ~~preferred.~~required
- Personal Cellular device required.
- Must have no prior felony or misdemeanor convictions.
- Must successfully pass a data security certification and background investigation (including fingerprinting) to gain CJIS certification and remain in compliance.
- Must be able to walk and remain standing for long periods of time, (7-12 hours per day.)
- Ability to maintain a professional appearance at all times and adhere to the City uniform policy.
- Ability to maintain a professional demeanor at all times and prioritize providing the public with relevant parking information.
- Ability to follow directions and a chain of command for completing job related tasks and addressing questions and problems.
- Ability to make prioritized decisions based on job requirements, ordinance, policy, equity, and safety of self and others.
- Ability to hold and operate ~~two-way radio and/or~~ a cell phone, including relevant apps, required.
- Ability to work effectively in all weather conditions, required.
- Ability to work evenings, overnight, holidays and weekends, required.
- Ability to communicate effectively both verbally, required and in writing, preferred.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies, required.
- Ability to interact with co-workers, city contractors, and the public in a professional and courteous manner, required.

- Ability to deal with stressful and confrontational customers in a professional manner, required.

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

_X_ seeing

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(red, green, amber)

_x_ hearing/listening

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_x_ dexterity

_x_ hand

_x_ finger

___ pushing/pulling

_x_ reading - basic

___ reading - complex

_x_ math skills - basic

__x _analysis/comprehension

___ math skills - complex

_x_ writing - basic

___ writing - complex

_x_ judgment/decision

_x_ clerical

_x_ shift work

_x_ works alone

_x_ works with others

_x_ verbal contact w/others

_x_ face-to-face contact

_x_ inside

_x_ ability to move distances

_x_ lifting (specify) within and between

_10_ pounds warehouses/offices

_x_ carrying (specify)

___ climbing _10_ pounds

___ ability to mount and dismount

_x_ driving (local/over forklift/truck the road)

making

_x_ outside ___

pressurized equipment

_x_ extreme heat

_x__ moving objects

_x_ extreme cold

___ high places

_x_ noise

_x_ fumes/odors

_x__ mechanical equipment

___ hazardous materials

_x__ electrical equipment

_x_ dirt/dust

Supervision:

Directly Supervises: __0___ Indirectly Supervises: __0___

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised Oct 2006
Revised Dec 2006
Revised Sep 2009
Revised Nov 2020
Revised Jul 2022

City of Burlington
Job Description

Position Title: Parking Service Agent II

Department: Public Works Division: Parking & Traffic

Reports to: Parking Services Manager Location: Burlington, VT

Pay Grade: ~~11~~12 **Job Code:** 439

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Salary: $ - $ Hourly Opening Date:

$ - $ Annually Closing Date:

General Purpose: This position is responsible for enforcing parking safety and equity related ordinances in the City of Burlington by issuing tickets and coordinating the towing of vehicles that pose a safety risk or infringe on equitable parking opportunities. Additionally, this position acts as a customer service representative regarding parking services in City's the on-street and off-street parking resources. This position includes providing information, assistance, and support to customers using the various parking payment platforms the City offers.

Essential Job Functions

- Patrol assigned area/route and identify vehicles parked in violation of posted safety regulations (hydrants, here to corner, blocked driveways, ~~un-registered,~~ etc.) and/or equity regulations (meters, handicapped, abandoned, scoff, etc.), issue tickets and, as necessary, coordinate vehicle towing with the Parking Services Coordinator.
- Serve as ambassador for the City of Burlington by actively engaging with and providing assistance to the community related to parking.~~,~~ This assistance will includ~~e~~~~ing~~ directing vehicles to alternate parking resources when necessary. Respond to questions and inquiries from the general public, and provide information regarding parking services, regulations, procedures, directions, etc. in a professional manner.
- Relay parking ~~-~~related complaints received by the public to the Parking Services Coordinators.
- Participate in ~~During~~ parking ban~~s~~ work with towing services and other City departments to remove vehicles as necessary to ensure expeditious and effective street cleaning~~, and~~ plowing and emergency operations.
- Issue tickets requested by other departments within the city as authorized, such as lawn violations.
- Assist customers with the location and use of self-service/self-pay equipment.
- Remain informed of special events and attractions in Burlington, and also the Chittenden County area.
- Monitor phones~~, radios, surveillance cameras, door alarms,~~ Teams communications, other authorized methods of communication ~~weather-related equipment~~ as directed.
- Monitor garage and lot environments and report unusual events or hazardous conditions to supervisor or security.

- Monitor and count parked vehicles, including permitted hotel guests, in the garages and lots~~as well as permitted hotel guests~~.
- Maintain accurate records of work activities in accordance with policies and procedures.
- Provide administrative support to Parking Services Coordinators as needed.
- Respond to subpoena to testify in court as needed.
- Conduct Vehicle Inspection Number certification as needed.
- Provide assistance to police officers as requested.
- Pick up minor litter in garages and lots and notify office staff of larger janitorial issues.
- ~~Requisite~~**Demonstrated proficiency with all aspects of the job, including customer service, knowledge base of ordinance, ability to work independently, decision making, work ethic, and quality of citations issued, to be assigned for field training of new staff as needed.**
- Maintain and relocate parking signs as needed.
- **Provide traffic control, as needed.**

~~**Non-Essential Job Functions**~~

- ~~**Assist with training new staff as needed.**~~

~~**At least 10 hours of Customer Service training, including de-escalation, 20 hours ofdemonstrate ability and knowledge to operate the office and answer frequently asked questions by the public**~~

~~**Complete 80 hours of in office work with limited supervision.**~~

~~**Complete 40 hours of in office work each year after initial 80 hours is complete**~~

- ~~**Complete a PSA Tier 2 exam with Parking Services Manager, both handheld LPR and vehicle mounted LPR.,**~~Perform other duties as required.

- ~~Perform other duties as required.~~

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- Valid Driver's License required~~preferred~~.
- Personal ~~C~~cellular device needed for communication.
- Must have no prior felony or misdemeanor convictions.
- Must successfully pass a data security certification and background investigation (including fingerprinting) to gain CJIS certification and remain in compliance.
- Must be able to walk and remain standing for long periods of time~~,~~ (7-12 hours per day~~.~~).
- Ability to maintain a professional appearance at all times and adhere to the City uniform policy.
- **Must have successfully passed probation** and have an additional 6 months of PSA experience to qualify for this position.
- Ability to maintain a professional demeanor at all times and prioritize providing the public with relevant parking information.
- Ability to follow directions and a chain of command for completing job related tasks and addressing questions and problems.

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- Ability to make prioritized decisions based on job requirements, ordinance, policy, equity, and safety of self and others.
- Ability to hold and operate ~~two-way radio and/or~~ a cell phone, including relevant apps, required.
- Ability to work effectively in all weather conditions, required.
- Ability to work evenings, overnight, holidays and weekends, required.
- Ability to communicate effectively both verbally, required and in writing, preferred.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies, required.
- Ability to interact with co-workers, city contractors, and the public in a professional and courteous manner, required.
- Ability to deal with stressful and confrontational customers in a professional manner, required.
- **Successful completion of~~At least~~ 10 hours of ~~C~~customer ~~S~~service training, including de-escalation.**
- **Completion ofe 20 hours of training with ~~the~~ Parking Services Coordinators in very basic functions of AIMS and demonstrate ability and knowledge to answer frequently asked questions by answering phones and working the Customer Service window.**
- **Completion ofe 80 hours of in basic Parking Services office work with limited supervision.**
- **Completion ofe 40 hours of in ~~basic~~ office work each year after initial 80 hours is completed.**
- **Completion ofe a PSA Tier 2 exam with Parking Services Manager.**
- **Completion ofe a course in Traffic Control ~~Training to be utilized at special event~~s.**
- **Completion ofe training in both handheld LPR and vehicle mounted LPR ~~.~~technology and be able to ~~participate in~~use all facets of the tool~~its use~~ in the field.**
- **Meet specified metrics related to job performance to include the following:**
    - Maintain solid job performance that includes no more than one disciplinary action over a 12-month period. A second disciplinary action within a 12 month period will result in an automatic reassignment to Parking Services Agent I for one year.
    - **Demonstrated improvement and utilization of improvement suggestions over an extended period of time when a coaching session occurs.**
    - **Minimization of voided citations, and evidence that situations related to voided citations are not repeated when discussed.**

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

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_x_ ability to move distances

_x_ lifting (specify) within and between

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___ climbing _10_ pounds

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Disclaimer:
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Approvals:

Department Head: _____ Date: _____

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Revised Oct 2006
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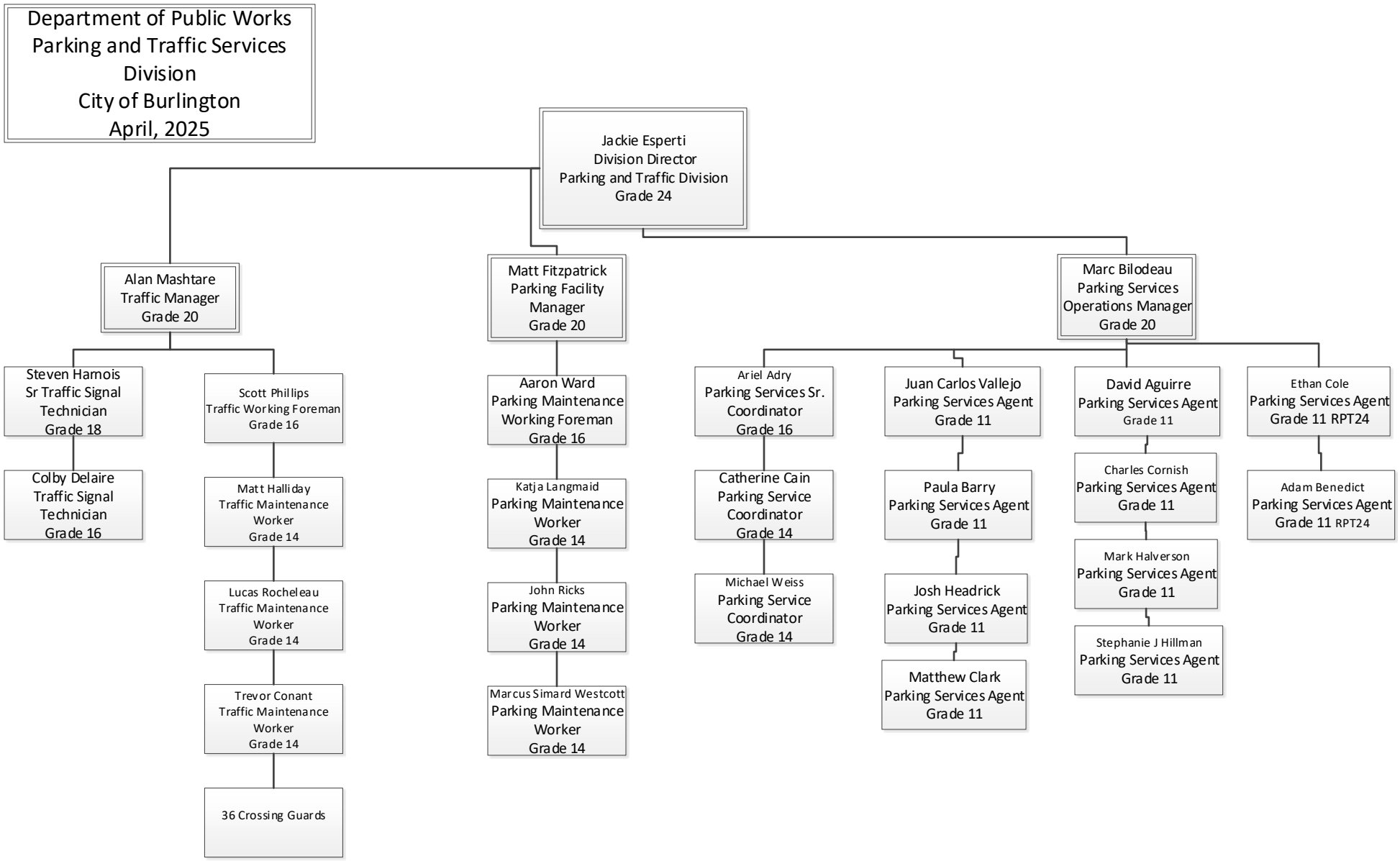
Revised Jul 2022


Department of Public Works
Parking and Traffic Services
Division
City of Burlington
April, 2025
Jackie Esperti
Division Director
Parking and Traffic Division
Grade 24
Alan Mashtare
Traffic Manager
Grade 20
Steven Hamois
Sr Traffic Signal
Technician
Grade 18
Colby Delaire
Traffic Signal
Technician
Grade 16
Scott Phillips
Traffic Working Foreman
Grade 16
Matt Halliday
Traffic Maintenance
Worker
Grade 14
Lucas Rocheleau
Traffic Maintenance
Worker
Grade 14
Trevor Conant
Traffic Maintenance
Worker
Grade 14
36 Crossing Guards
Matt Fitzpatrick
Parking Facility
Manager
Grade 20
Aaron Ward
Parking Maintenance
Working Foreman
Grade 16
Katja Langmaid
Parking Maintenance
Worker
Grade 14
John Ricks
Parking Maintenance
Worker
Grade 14
Marcus Simard Westcott
Parking Maintenance
Worker
Grade 14
Marc Bilodeau
Parking Services
Operations Manager
Grade 20
Ariel Adry
Parking Services Sr.
Coordinator
Grade 16
Catherine Cain
Parking Service
Coordinator
Grade 14
Michael Weiss
Parking Service
Coordinator
Grade 14
Juan Carlos Vallejo
Parking Services Agent
Grade 11
Paula Barry
Parking Services Agent
Grade 11
Josh Headrick
Parking Services Agent
Grade 11
Matthew Clark
Parking Services Agent
Grade 11
David Aguirre
Parking Services Agent
Grade 11
Charles Cornish
Parking Services Agent
Grade 11
Mark Halverson
Parking Services Agent
Grade 11
Stephanie J Hillman
Parking Services Agent
Grade 11
Ethan Cole
Parking Services Agent
Grade 11 RPT24
Adam Benedict
Parking Services Agent
Grade 11 RPT24

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Jackie Esperti

Title/Subject: Parking Service Agent Tiering

	Approval:	Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	2/25/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	2/26/2026	Kara Alnasrawi
Board/Commission, if required	Choose an item.	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	Choose an item.		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	2/26/2026	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	2/26/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	2/26/2026	Tony Berry
CIO, if an IT-related investment/purchase	Choose an item.	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Two Job Descriptions attached
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: March 9th, 2026; March 23, 2026

To: Board of Finance; City Council

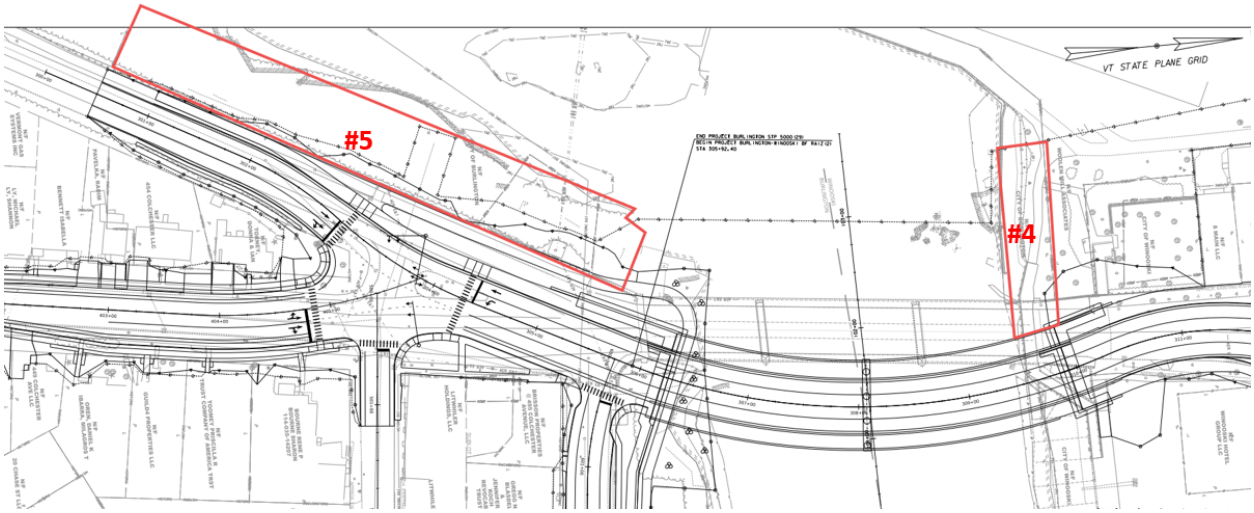
From: Madeline Suender, Public Works Engineer
Laura Wheelock P.E., City Engineer

CC: Chapin Spencer, Director Public Works
Darren Springer, BED General Manager

Subject: Winooski River Bridge Easements

Background:
We are currently moving forward with the Burlington Winooski Bridge reconstruction (Bridge Project) and Colchester/Riverside/Barrett Intersection replacement (Intersection Project) Right of Way (ROW) process. This process identifies if there are any temporary or permanent property rights that are needed to construct the proposed project(s). There are various parcels being impacted by the two projects, two of which are City owned. Of these two, one is within the City of Burlington (COB) along Riverside (#5) and the other is COB property within Winooski associated with the Winooski One Hydro dam (#4). See Figure 1 for approximate locations (see Attachment 2 for more specifics on City Parcels). The project team is currently working to gain temporary/construction and permanent easements on all impacted parcels (see Attachment 1).

Figure 1: Map of City of Burlington Owned Parcels



Offer Status:
VTrans is leading the ROW process and making offers to property owners. Parcels are split out by impacts from the Intersection Project or the Bridge Project.

The status, as of 2/20/26, of the offers to the 14 total property owners for the intersection:

- 7 parcels signed
- 2 have options awaiting payment in exchange for deed
- 5 unsigned due to:
    - Communication problems (2)
    - Awaiting Change Order and acceptance of changes by owner
    - Requested changes by owner
    - Signature is imminent

The status, as of 2/25/26, of the offers to the 7 total property owners (9 parcels) for the bridge (within both Burlington and Winooski):

- 2 parcels signed
- 7 parcels unsigned
    - 2 parcels are COB and 2 are City of Winooski
    - Unsigned non-municipal parcels are waiting on:
        - Design and cost estimates for work within parcel
        - Awaiting counter offer

City of Burlington Parcels:
The two parcels were originally purchased using Burlington Electric Department (BED) enterprise funds in 2014 during the acquisition of the Winooski One Hydro Plant. The resolution which authorized this in Attachment 6.

Parcel 4
Parcel #4 is located in the City of Winooski and is associated with the Hydro Plant and therefore subject to jurisdiction of the Federal Energy Regulation Commission (FERC). The ROW easement that is being sought is on a small portion of the parcel that currently serves as an under-bridge multiuse path. This area is largely associated with maintenance/access in relation to the dam. The land would ultimately not change after construction and would be restored to its park-like designation. Largely, the easement is needed for access during construction and any future maintenance of the bridge. The permanent section of the easement will become City of Winooski ROW. **This easement includes language to satisfy that the use complies with FERC rules and regulations within BED's license to ensure the parcel is in compliance in perpetuity.** As needed, the easement will be presented to the FERC for approval where BED is not authorized as the licensee. If the FERC has substantial changes to the easement documents, staff will bring the updated documents back to BOF for final approval.

Parcel 5
Parcel #5 is a very large parcel on the Burlington side of the bridge extending down Riverside Ave along the river. The highways easement that is part of this request does not impact BED's FERC license. The easement locations are related to utility easements that currently exist and will allow for relocation of utilities and the potential for an under-bridge path that connects Riverside Ave and the Chase Mill.

The allocating of City owned parcels to ROW often occurs without providing compensation to the City itself, however, clauses in the Finance and Maintenance (F&M) agreement are such that the project through VTrans will need to provide compensation to the City for the easements. Additionally, these parcels were acquired with enterprise funds and therefore it is appropriate to reimburse BED for the requested easements. The valuation of each easement is low as these are City parcels and therefore their taxable value is low. This impacts the overall assessment and as such has left little room for negotiation. The method in which VTrans determined the compensation is in the attached waiver valuations (Attachment 3).

The compensation offer is $1,000 for the easement on Parcel 4, and $7,550 for the easement on Parcel 5.

Other Impacted Parcels:
All impacted parcels are shown in Attachment 1. The project will need both temporary construction easements and permeant highway and utility easements. These easements accommodate new bridge/intersection/road geometry, retaining wall, sidewalk as well as utility changes/connections for water/sewer or electrical/communication undergrounding. Many of these easements for utilities are related to utility easements that already exist. Both types of easements are highlighted in the attachment.

Timeline:
While the Bridge and Intersection Projects are separate Federally funded projects, the project team is advancing them together to maximize efficiencies and reduce impacts of the work. The Bridge Project has a stricter funding timeline that is dictating the schedule – some of the funding has a date constraint to obligate construction funds by September 15th 2026. Baring this obligation, justifiable means would need to be presented for why this deadline could not be met and an extension is needed. The following process outlines the steps taken thus far and next steps that align with meeting this September 2026 timeline. This timeline ensures that we are able to move the project along at no fault of the City of Burlington.

<u>Overall Right-of-Way Process:</u>

- Property owner meetings (Spring ’25)
- Property owners received offers (Aug./Sept. ’25)
- Subsequent property owner meetings (Ongoing)
- Necessity Process starts (April 13th 2026 CC Meeting)
- Compensation Hearing (Starts once Necessity is determined and ends mid-June to meet project timeline)
- VTrans compiles ROW files and submits documents to Federal Highway (FHWA) (July 31, 2026)
- FHWA reviews documents and submits project change of status to obligate the Construction Phase funding (no later than Sept 15, 2026)

VTrans is still able to negotiate and settle with property owners throughout the Necessity and Compensation Process. Only at the conclusion of Compensation does the negotiations process conclude and compensation is determined for any parcels that have not already settled. FHWA requires that the Compensation Hearing be closed to allow VTrans to advance the project. Any

additional appeals can be handled through the court process as the project advances and construction obligation is met for funding.

Furthermore, as the Intersection Project is a different funding source that does not have the same timeline, if parcels associated with that project are held up, the bridge could still advance and funding would not be jeopardized for either project.

City Parcel Impact Process:
Process/Timeline needed prior to getting Mayor signature on the below outlined documents:

- Feb 19th Transportation Energy and Utility Committee – informational
- March 9th Board of Finance
- March 23rd City Council
- FERC as needed

The goal is to get our ROW offer to be accepted before asking the CC to start a necessity process for other parcels involved in the project which we hope to begin at the April 13th meeting.

Motions:

Board of Finance
1. To approve and recommend that the City Council authorize the Mayor to sign the Deed for the City owned land described as Parcel #4, pending any necessary FERC approvals/conditions and subject to review of the Office of the City Attorney.
2. To approve and recommend that the City Council authorize the Mayor to sign the Deed for the City owned land described as Parcel #5, subject to review of the Office of the City Attorney.
3. To approve and recommend to the City Council appropriate funds received to the Burlington Electric Department Fund.

City Council
1. To authorize the Mayor to sign the Deed for the City owned land described as Parcel #4, pending any necessary FERC approvals/conditions and subject to review of the Office of the City Attorney.
2. To authorize the Mayor to sign the Deed for the City owned land described as Parcel #5, subject to review of the Office of the City Attorney.
3. To appropriate funds received to the Burlington Electric Department Fund.

Attachments:

Document	**Description**	**Mayor Signature Required**
1. Overall Project Parcel Map	This shows the full ROW plans and parcels we are working to get permanent and construction easements.	
2. City Parcel Plans	These show both the permanent and temporary construction easements needed for each City property.	
3. Waiver Valuations	These show the associated breakdown of the total $8,500 VTrans is offering to pay for the easements for these two	

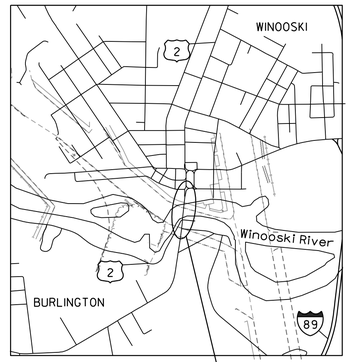
	parcels. In similar scenarios, no payment is received so we feel these values are adequate and not worth negotiating further.	
4. Deed	Conveyed rights for permanent and temporary construction easements from the City to VTrans. To be filed in Land Records	Yes
5. Project Renderings	Show the latest renderings of the Base Technical Concept Plans. These do not have full detail but are intended to show the general layout of where the current design stands.	
6. 01.13.24 CC Resolution	This shows the resolution where CC authorized the purchase of Parcels #4 and #5 with enterprise funds.	

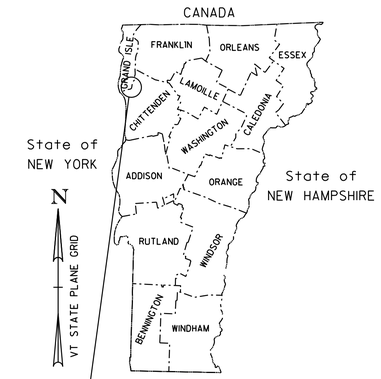
R. O. W. PLANS

INDEX OF SHEETS

1	TITLE
2	LEGEND
3	DETAIL
4-5	LAYOUT SHEETS
6	PRELIMINARY INFORMATION
7-8	TIE SHEETS

STATE OF VERMONT
AGENCY OF TRANSPORTATION





N

VT STATE PLANE GRID

BURLINGTON-WINOOSKI
STP 5000(29) & BF RAIZ(2)

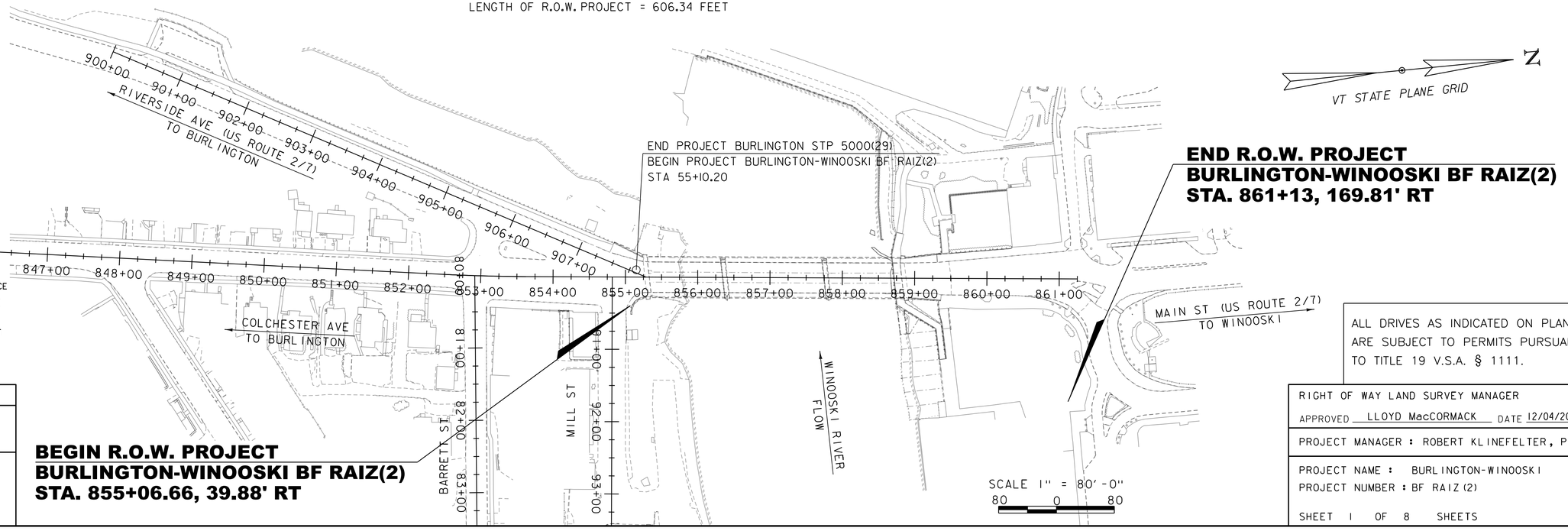
PROPOSED IMPROVEMENT
CITIES OF BURLINGTON AND WINOOSKI
COUNTY OF CHITTENDEN
COLCHESTER AVE & RIVERSIDE AVE
(US ROUTE 2 & 7) - PRINCIPAL ARTERIAL

BRIDGE NO: 150

PROJECT LOCATION: LOCATED IN THE COUNTY OF CHITTENDEN, IN THE CITIES OF BURLINGTON AND WINOOSKI, ON COLCHESTER AVE AND RIVERSIDE AVE (US ROUTES 2 AND 7). THE INTERSECTION AND THE BRIDGE ARE LOCATED APPROXIMATELY 1.2 MILES SOUTH OF THE JUNCTION WITH INTERSTATE 89, EXIT 16.

PROJECT DESCRIPTION: FULL REPLACEMENT OF THE EXISTING BRIDGE WITH ASSOCIATED ROADWAY AND CHANNEL WORK, RECONSTRUCTION OF THE INTERSECTION INCLUDING REALIGNMENT OF THE RIVERSIDE AVE APPROACH, INSTALLATION OF NEW TRAFFIC SIGNAL EQUIPMENT, CONSTRUCTION OF PEDESTRIAN AND BICYCLE FACILITIES, AND REPLACEMENT AND/OR RELOCATION OF DRAINAGE AND UTILITIES.

LENGTH OF R.O.W. PROJECT = 606.34 FEET



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON APRIL 13, 2018 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

ALL DRIVES AS INDICATED ON PLANS ARE SUBJECT TO PERMITS PURSUANT TO TITLE 19 V.S.A. § 1111.

QUALITY ASSURANCE PROGRAM : LEVEL 2

SURVEYED BY : VTRANS
SURVEYED DATE : JUNE 2023

DATUM
VERTICAL NAVD 88
HORIZONTAL NAD 83 (2011)

RIGHT OF WAY LAND SURVEY MANAGER
APPROVED LLOYD MacCORMACK DATE 12/04/2024

PROJECT MANAGER : ROBERT KLINEFELTER, P.E.

PROJECT NAME : BURLINGTON-WINOOSKI
PROJECT NUMBER : BF RAIZ(2)

SHEET 1 OF 8 SHEETS

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	BF	BARRIER FENCE
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	PDF	PROJECT DEMARCATION FENCE
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	R.T. & I.	RIGHT, TITLE, AND INTEREST
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⧈	BNDNS	BOUND TO BE SET
◎	IPNF	IRON PIN FOUND
●	IPNS	IRON PIN TO BE SET
☒	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
[LENGTH]		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADIUS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE
CB	CHORD BEARING

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

- UTILITY (GENERIC-UNKNOWN)
- TELEPHONE
- ELECTRIC
- CABLE (TV)
- ELECTRIC+CABLE
- ELECTRIC+TELEPHONE
- CABLE+TELEPHONE
- ELECTRIC+CABLE+TELEPHONE
- GAS LINE
- WATER LINE
- SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

- UTILITY (GENERIC-UNKNOWN)
- TELEPHONE
- ELECTRIC
- CABLE (TV)
- ELECTRIC+CABLE
- ELECTRIC+TELEPHONE
- ELECTRIC+TELEPHONE
- CABLE+TELEPHONE
- ELECTRIC+CABLE+TELEPHONE
- UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

- CZ — CLEAR ZONE
- PLAN LAYOUT MATCHLINE

PROJECT CONSTRUCTION FEATURES

- TOP OF CUT SLOPE
- TOE OF FILL SLOPE
- STONE FILL
- BOTTOM OF DITCH ℄
- CULVERT PROPOSED
- STRUCTURE SUBSURFACE
- PROJECT DEMARCATION FENCE
- BARRIER FENCE
- TREE PROTECTION ZONE (TPZ)
- STRIPING LINE REMOVAL
- SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- TOWN BOUNDARY LINE
- COUNTY BOUNDARY LINE
- STATE BOUNDARY LINE
- PROPOSED STATE R.O.W. (LIMITED ACCESS)
- PROPOSED STATE R.O.W.
- STATE ROW (LIMITED ACCESS)
- STATE ROW
- TOWN ROW
- PERMANENT EASEMENT LINE (P)
- TEMPORARY EASEMENT LINE (T)
- SURVEY LINE
- PROPERTY LINE (P/L)
- SLOPE RIGHTS
- 6F PROPERTY BOUNDARY
- 4F PROPERTY BOUNDARY
- HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- FILTER CURTAIN
- SILT FENCE
- SILT FENCE WOVEN WIRE
- CHECK DAM
- DISTURBED AREAS REQUIRING RE-VEGETATION
- EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

- WETLAND BOUNDARY
- RIPARIAN BUFFER ZONE
- WETLAND BUFFER ZONE
- SOIL TYPE BOUNDARY
- T&E — THREATENED & ENDANGERED SPECIES
- HAZARDOUS WASTE AREA
- AG — AGRICULTURAL LAND
- HABITAT — FISH & WILDLIFE HABITAT
- FLOOD PLAIN — FLOOD PLAIN
- OHW — ORDINARY HIGH WATER (OHW)
- STORM WATER
- USDA FOREST SERVICE LANDS
- WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

- ARCH — ARCHEOLOGICAL BOUNDARY
- HISTORIC DIST — HISTORIC DISTRICT BOUNDARY
- HISTORIC — HISTORIC AREA
- (H) HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

- ROAD EDGE PAVEMENT
- ROAD EDGE GRAVEL
- DRIVEWAY EDGE
- DITCH
- FOUNDATION
- FENCE (EXISTING)
- FENCE WOOD POST
- FENCE STEEL POST
- GARDEN
- ROAD GUARDRAIL
- RAILROAD TRACKS
- CULVERT (EXISTING)
- STONE WALL
- WALL
- WOOD LINE
- BRUSH LINE
- HEDGE
- BODY OF WATER EDGE
- LEDGE EXPOSED

PROJECT NAME:	BURLINGTON-WINOOSKI
PROJECT NUMBER:	BF RAIZ(2)
FILE NAME: r22j351legend.dgn	PLOT DATE: 4-DEC-2024
PROJECT LEADER: R. KLINEFELTER	DRAWN BY: M. LONGSTREET
DESIGNED BY: M. LONGSTREET	CHECKED BY: M. LONGSTREET
CONVENTIONAL SYMBOLOGY LEGEND	SHEET 2 OF 8

STATE OF VERMONT
AGENCY OF TRANSPORTATION

RIGHT - OF - WAY DETAIL SHEET

TABLE OF PROPERTY ACQUISITION

PARCEL NO.	PROPERTY OWNER	ROW LAYOUT NO.	BEGINNING STATION	ENDING STATION	FEE ACQUISITION	REMAINDER	RIGHT			RECORDING DATA					REMARKS
					AREA±	AREA±	TYPE	T / P	AREA ±	TITLE	DATE	TOWN / CITY	BOOK	PAGE	
1	WELLS, MICHAEL J.	1	TH-282 91+81± RT	TH-282 93+22± RT			ALL R.T. & I.	P	2,817 SF						EXISTING EASEMENT RECORDED IN BOOK 998/199
			TH-282 91+77± RT	TH-282 91+90± RT			UTILITY	P	290 SF						
			TH-282 91+80± RT	TH-282 92+58 RT			CONSTRUCTION	T	194 SF						INCL. BF, PDF & EC
			TH-282 93+25± RT	TH-282 93+72 RT			UTILITY	P	786 SF						
2	CATAMOUNT HOLDING CO.	1	TH-282 91+81± RT	TH-282 93+22.61 LT			HIGHWAY	P	0.18 A						8.008 SF±
			TH-282 92+90± LT	TH-282 92+99± LT			CONSTRUCTION	T	99 SF						INCL. BF, PDF & EC
			TH-282 92+99± LT	TH-282 93+24± LT			ACCESS	T	417 SF						
3	CHACE MILL PARKING LLC	1	855+06.66 RT	TH-282 92+90± LT			HIGHWAY	P	0.24 A						10,443 SF±
			TH-282 91+42.37 LT	TH-282 93+01± LT			CONSTRUCTION	T	0.21 A						INCL. BF, PDF & EC; 9,003 SF±
			TH-282 91+80.34 LT	TH-282 92+11± LT			CULVERT	P	1,608 SF						
			TH-282 93+00 LT	TH-282 93+23± LT			ACCESS	T	1,509 SF						
4	CITY OF BURLINGTON	2	858+52± LT	858+99.62 LT			HIGHWAY	P	1,437 SF						
			858+49 LT	858+97± LT			CONSTRUCTION	T	0.10 A						INCL. BF, PDF & EC; 4,554 SF±
5	THE WOOLEN MILL ASSOCIATES	2	858+90± LT	860+24± LT	0.14 A										6,195 SF±
			858+87± LT	860+22± LT			CONSTRUCTION	T	896 SF						INCL. BF, PDF & EC
			859+02 LT	860+92± LT			ACCESS	T	2,928 SF						
6	CITY OF WINOOSKI	2	859+32± LT	860+34.52 LT			HIGHWAY	P	2,269 SF						
			859+25± LT	860+33± LT			CONSTRUCTION	T	0.18 A						INCL. BF, PDF & EC; 7,723 SF±
7	CITY OF WINOOSKI	2	858+77± RT	860+81.86 RT			HIGHWAY	P	0.11 A						4,666 SF±
			858+95± RT	861+13 RT			CONSTRUCTION	T	0.36 A						INCL. BF, PDF & EC; 15,741 SF±
8	WINOOSKI HOTEL GROUP, LLC	2	860+11 RT	861+10 RT			CONSTRUCTION	T	0.18 A						INCL. BF, PDF & EC; 7,943 SF±
9	BURLINGTON ELECTRIC DEPARTMENT		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
10	BURLINGTON TELECOM		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
11	CITY OF BURLINGTON		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
12	CITY OF WINOOSKI		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
13	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
14	CONSOLIDATED COMUNICATIONS OF VERMONT COMPANY, LLC		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
15	FIRSTLIGHT FIBER, INC.		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
16	GREEN MOUNTAIN POWER CORPORATION		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
17	LUMEN TECHNOLOGIES		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
18	VERMONT GAS SYSTEMS, INC.		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
19	VERMONT TELEPHONE COMPANY, INC.		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.

TABLE OF REVISIONS

REVISION NO.	ROW SET SHEET #	DESCRIPTION	DATE
1	3, 4	PO 2 - CATAMOUNT HOLDING CO.	06/30/25
		CHANGE CONSTRUCTION(T) END STA	
		FROM TH-282 93+03 LT TO TH-282 92+99±	
		LT, CHANGE AREA FROM 133 SF TO 99 SF,	
		CHANGE ACCESS(T) AREA FROM 383 SF	
		TO 417 SF.	
		REV BY: MT CO 10809 APPR BY: AP	
2	3, 4	PO 3 - CHACE MILL PARKING LLC	06/30/25
		CHANGE CONSTRUCTION(T) END STA	
		FROM TH-282 93+00± LT TO TH-282	
		91+81± LT, AREA FROM 7,556 SF (0.17A)	
		TO 1,949 SF; ADD DRAINAGE(P) BEGIN	
		STA TH-282 91+80.34 LT TO END STATION	
		TH-282 92+11± LT, AREA 1,608 SF; ADD	
		CONSTRUCTION(T) BEGIN STA TH-282	
		92+10.35 LT TO END STA TH-282	
		93+01± LT, AREA 5,446 SF± (0.13A);	
		CHANGE ACCESS(T) BEGIN STA FROM	
		TH-282 92+76 LT TO STA TH-282 93+00 LT	
		AND END STA TH-282 93+26± LT TO	
		TH-282 93+23± LT, AREA FROM 3,514 SF	
		TO 1,509 SF.	
		REV BY: MT CO 10810 APPR BY: AP	
3	3, 5	PO 5 - THE WOOEN MILL ASSOCIATES	06/30/25
		DELETE FEE 858+91± LT TO 859+33± LT,	
		2,413 SF; CHANGE HIGHWAY(P) TO FEE,	
		CHANGE BEGIN STA 858+97± LT TO	
		858+90± LT, CHANGE END STA 859+35.62	
		LT TO 860+24± LT, CHANGE AREA FROM	
		1,083 SF TO 6,195 SF± (0.14A), CHANGE	
		CONSTRUCTION(T) END STA FROM	
		860+25± LT TO 860+22± LT, CHANGE AREA	
		FROM 3,580 SF TO 896 SF; CHANGE	
		ACCESS(T) AREA FROM 4,074 SF TO	
		2,928 SF.	
		REV BY: MT CO 10811 APPR BY: AP	
4	3, 5	PO 6 - CITY OF WINOOSKI	06/30/25
		CHANGE HIGHWAY(P) BEGIN STA FROM	
		859+33± LT TO 859+32± LT.	
		REV BY: MT CO 10812 APPR BY: AP	
5	3, 4	PO 3 - CHACE MILL PARKING LLC	08/08/25
		CHANGE CONST(T) AT END STA.	
		TH-282 91+81± LT TO TH-282 93+01± LT;	
		CHANGE AREA FROM 1,949 SF TO 0.21A	
		AND ADD 9,003 SF± TO REMARKS;	
		CHANGE DRAINAGE(P) TO CULVERT(P)	
		AT STA. TH-282 91+80.34 LT; DELETE	
		CONST(T) BEGIN STA. TH-282 92+10.35 LT	
		TO END STA. TH-282 93+01± LT.	
		REV BY: MT CO 10814 APPR BY: AP	
6	3, 4	PO 1 - WELLS, MICHAEL J.	09/11/25
		CHANGE UTILITY(P) BEGIN STA 91+78±RT	
		TO STA 91+77± RT, END STA 91+91.18 RT	
		TO STA 91+90± RT; CHANGE AREA FROM	
		102 SF TO 290 SF; ADD UTILITY(P) BEGIN	
		STA 93+25± RT TO END STA 93+72± RT;	
		ADD AREA 786 SF.	

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351detail.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: A. EGIZI
R.O.W. DETAIL SHEET

PLOT DATE: 11-SEP-2025
DRAWN BY: M. TROTTIER
CHECKED BY: A. PROULX
SHEET 3 OF 8

BEGIN R.O.W. PROJECT
BURLINGTON-WINOOSKI BF RAIZ(2)
STA. 855+06.66, 39.88' RT

TABLE 1	
A-B	120'± ALONG ORDINARY HIGH WATER TIE LINE N89°54'30"E, 103.26'
C-D	S31°35'47"E, 17.34'
D-E	S07°19'21"E, 13.33'
E-F	S07°19'21"E, 12.71'
F-G	S84°15'33"E, 29.65'
G-H	S07°22'18"W, 35.45'
H-I	S07°22'18"W, 20.24'
I-J	N73°38'36"W, 33.72'
K-L	N07°38'38"E, 20.01'
L-M	N07°38'38"E, 29.52'
M-N	N07°08'02"E, 6.69'
O-E	N82°24'02"E, 9.72'
P-H	S73°48'36"E, 32.44'

Permanent Highway Easement

Temporary Construction Easement

FOR R.O.W. USE ONLY

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351lay1.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: HNTB
R.O.W. LAYOUT SHEET 1

PLOT DATE: 11-SEP-2025
DRAWN BY: A. EGIZI
CHECKED BY: A. PROULX
SHEET 4 OF 8

Permanent Highway Easement

Temporary Construction Easement

TABLE 1

A-B	N88°48'38"W, 31.98'
B-C	N05°47'20"E, 45.00'
C-D	N89°03'30"W, 31.99'
C-E	S05°47'20"W, 35.58'
E-F	N89°29'42"E, 28.51'
G-H	N89°57'48"E, 15.56'

THE WOOLEN MILL ASSOCIATES (5)

ACCESS(T)

GMP ACCESS EASEMENT Bk.10 Pg.209

10' ROW Bk.32 Pg.475 MAP 5-35

CONST(T)

858+90± 148.25' LT

S01°25'22"E 133.17'

860+22± 164.96' LT

N88°54'19"E 21.88'

N/F 12 WEST CANAL STREET LLC

APPROX. EXISTING TOWN R.O.W.

S00°02'04"E 100.20'

860+24± 143.24' LT

859+25± 133.07' LT

6 CITY OF WINOOSKI

N/F 8 MAIN LLC

N/F JLF LLC

4 CITY OF BURLINGTON

5 THE WOOLEN MILL ASSOCIATES

N89°03'30"W 86.56'

N89°29'42"E 71.51'

WOOD

858+52± 62.00' LT

858+97± 62.00' LT

B

HWY(P)

C

E

N05°47'20"E 51.16'

HWY(P)

N09°16'21"E 49.37'

860+33± 59.00' LT

G

859+32± 62.00' LT

859+83.66 62.00' LT

N00°06'08"E 99.72'

H

APPROX. EXISTING TOWN R.O.W.

858+54± 30.12' LT

A

N05°47'19"E 45.14'

D

N00°10'11"E 36.18'

F

858+99.62 30.12' LT

859+35.62 33.67' LT

860+34.52 43.52' LT

N67°54'57"E 101.27' TIE LINE

N/F FARRELL VERMONT LLC

N/F 28 MAIN STREET WINOOSKI LLC

APPROX. EXISTING TOWN R.O.W.

VT STATE PLANE GRID

858+00 859+00 860+00 861+00

S78°05'19"W 73.48' TIE LINE

858+77± 39.88' RT

L

N05°47'19"E 35.90'

HWY(P)

N00°32'49"E 45.86'

N09°09'43"E 87.21'

HWY(P)

I

860+81.86 46.00' RT

J

7 CITY OF WINOOSKI

859+85.72 56.50' RT

S00°26'38"E 96.71'

S16°02'19"E 98.17'

HWY(P)

858+95± 93.00' RT

K

7 CITY OF WINOOSKI

8 WINOOSKI HOTEL GROUP, LLC

CONST(T)

APPROX. EXISTING TOWN R.O.W.

CONST(T)

CONST(T)

CONST(T)

TABLE 3

I-J	R=68.66', L=37.23' N13°52'51"E, 36.78'
K-L	61'± ALONG ORDINARY HIGH WATER TIE LINE S77°17'34"W, 56.02'

END R.O.W. PROJECT
BURLINGTON-WINOOSKI BF RAIZ(2)
STA. 861+13, 169.81' RT

SCALE 1" = 20'-0"
20 0 20

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

FOR R.O.W. USE ONLY

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351lay2.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: HNTB
R.O.W. LAYOUT SHEET 2

PLOT DATE: 2-JUL-2025
DRAWN BY: A. EGIZI
CHECKED BY: A. PROULX
SHEET 5 OF 8

STATE OF VERMONT
AGENCY OF TRANSPORTATION

PRELIMINARY INFORMATION SHEET (BRIDGE)

Version
LRFD

FINAL HYDRAULIC REPORT

TRAFFIC DATA

YEAR	ADT	DHV	%D	%T	ADTT
2022	20437	2077	57	2.2	592
2042	22133	2249	57	2.2	641

20 year ESAL for flexible pavement from 2022 to 2042 : 0

40 year ESAL for flexible pavement from 2022 to 2062 : 0

Design Speed : 25 mph

AS BUILT "REBAR" DETAIL

LEVEL I	LEVEL II	LEVEL III
TYPE:	TYPE:	TYPE:
GRADE:	GRADE:	GRADE:

LRFR LOAD RATING FACTORS

LOADING LEVELS	TRUCK						
	H-20	HL-93	3S2	6 AXLE	3A. STR.	4A. STR.	5A. SEMI
TONNAGE	**20**	**36**	**36**	**66**	**30**	**34.5**	**38**
INVENTORY							
POSTING							
OPERATING							
COMMENTS:							

TRAFFIC MAINTENANCE NOTES

1. MAINTAIN VEHICULAR TRAFFIC ON AN OFF SITE DETOUR DURING BRIDGE DEMOLOTION AND SLIDE OPERATIONS. MAINTAIN TWO-WAY TRAFFIC ON EXISTING OTHERWISE.
2. PEDESTRIAN TRAFFIC MAINTAINED THROUGH CONSTRUCTION OPERATIONS
3. TRAFFIC SIGNALS ARE NOT NECCESARY.

DESIGN VALUES

1. DESIGN LIVE LOAD		HL-93
2. FUTURE PAVEMENT	d_P:	3.0 INCH
3. ABUTMENT BEARING TO BEARING LENGTH (TWO SPANS) (175.00 - 175.00) FT	L:	350.00 FT
4. MIN. MID-SPAN POS. CAMBER @ RELEASE (PRESTRESSED UNITS)	Δ:	---
5. PRESTRESSING STRAND	f_y:	---
6. PRESTRESSED CONCRETE STRENGTH	f'_c:	---
7. PRESTRESSED CONCRETE RELEASE STRENGTH	f'_{ci}:	---
8. HIGH PERFORMANCE CONCRETE, CLASS PCD	f'_c:	4.0 KSI
9. HIGH PERFORMANCE CONCRETE, CLASS PCS	f'_c:	3.5 KSI
10. CONCRETE HIGH PERFORMANCE, CLASS SCC	f'_c:	4.0 KSI
11. CONCRETE, CLASS C	f'_c:	3.0 KSI
12. REINFORCING STEEL	f_y:	60 KSI
13. STRUCTURAL STEEL AASHTO M270 (WEATHERING)	f_y:	50 KSI
14. NOMINAL BEARING RESISTANCE OF SOIL	q_n:	---
15. SOIL BEARING RESISTANCE FACTOR (REFER TO AASHTO LRFD)	ϕ:	---
16. NOMINAL BEARING RESISTANCE OF ROCK	q_n:	---
17. ROCK BEARING RESISTANCE FACTOR (REFER TO AASHTO LRFD)	ϕ:	---
18. PILE RESISTANCE FACTOR	ϕ:	---
19. LATERAL PILE DEFLECTION	Δ:	---
20. BASIC WIND SPEED	V_{3s}:	---
21. MINIMUM GROUND SNOW LOAD	p_g:	---
22. SEISMIC DATA PGA: ---	S_s:	---
	S_1:	---
23.		
24.		---
25.		---
26.		---

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351pi.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: HNTB
PRELIMINARY INFORMATION SHEET

PLOT DATE: 4-DEC-2024
DRAWN BY: HNTB
CHECKED BY: HNTB
SHEET 6 OF 8

PRIMARY CONTROL

HVCTRL #1
VSE 502
NORTH = 726565.5930
EAST = 1461318.6980
ELEV. = 188.300

TO REACH FROM THE I-89 INTERSTATE BRIDGES OVER ROUTES 2 AND 7 AT EXIT 16 IN COLCHESTER, GO SOUTH ON ROUTES 2 AND 7 FOR 0.9 MI (1.4 KM) TO THE INTERSECTION OF SPRING ST. CONTINUE STRAIGHT AHEAD ON 2 AND 7 FOR 0.30 MI (0.5 KM) TO THE ENTRANCE OF A TRAFFIC CIRCULATOR AND THE SITE OF THE MARK ON THE LEFT IN THE TRAFFIC DIVIDER.

THE MARK IS A MAG NAIL SET FLUSH IN THE CONCRETE SURFACE.

IT IS 10.0 M (32.8 FT) NORTH-NORTHEAST OF THE SOUTH END OF THE TRAFFIC DIVIDER, 3.7 M (12.1 FT) WEST OF THE EAST END OF THE DIVIDER AND 6.2 M (20.3 FT) SOUTHEAST OF A LUMEN.

HVCTRL #2
VSE 501
NORTH = 726171.545
EAST = 1461291.422
ELEV. = 165.464

TO REACH FROM THE I-89 INTERSTATE BRIDGES OVER ROUTES 2 AND 7 AT EXIT 16 IN COLCHESTER, GO SOUTH ON ROUTES 2 AND 7 FOR 0.9 MI (1.4 KM) TO THE INTERSECTION OF SPRING ST. CONTINUE STRAIGHT AHEAD ON 2 AND 7 FOR 0.35 MI (0.6 KM) TO THE EXIT OF A TRAFFIC CIRCULATOR AND THE SITE OF THE MARK ON THE LEFT IN THE TRAFFIC DIVIDER.

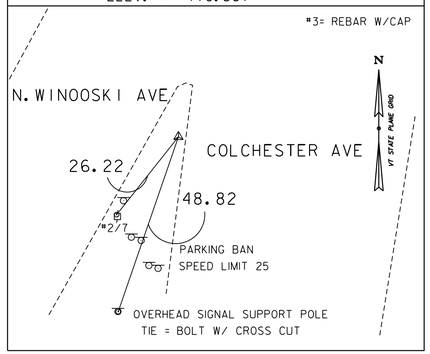
THE MARK IS A 3/4 INCH (19 MM) REBAR WITH YELLOW CAP SET FLUSH WITH THE GROUND SURFACE.

IT IS 4.1 M (13.5 FT) NORTH OF THE SOUTH END OF THE TRAFFIC DIVIDER, 10.5 M (34.4 FT) WEST OF THE EAST END OF THE DIVIDER AND 7.85 SOUTHWEST OF A LUMEN.

SECONDARY CONTROL

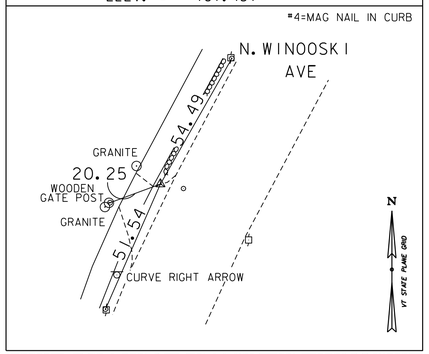
HVCTRL #3

NORTH = 725425.363
EAST = 1461183.604
ELEV. = 170.561



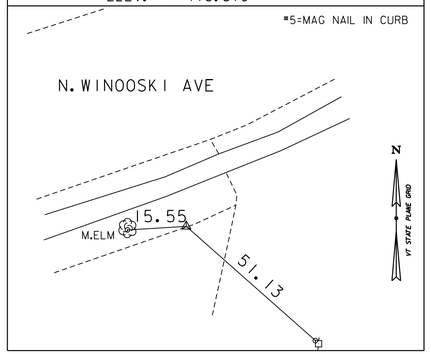
HVCTRL #4

NORTH = 724937.800
EAST = 1460863.108
ELEV. = 187.431



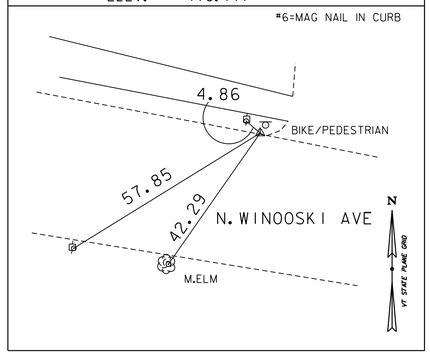
HVCTRL #5

NORTH = 724573.397
EAST = 1460682.567
ELEV. = 178.579



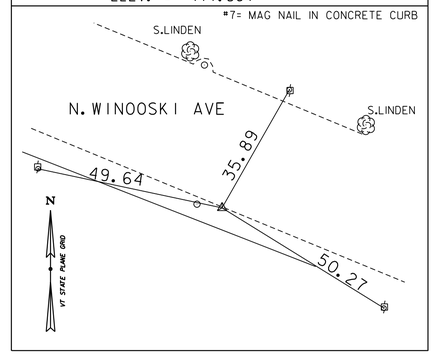
HVCTRL #6

NORTH = 724823.126
EAST = 1460008.524
ELEV. = 170.717



HVCTRL #7

NORTH = 724912.428
EAST = 1459473.735
ELEV. = 171.564

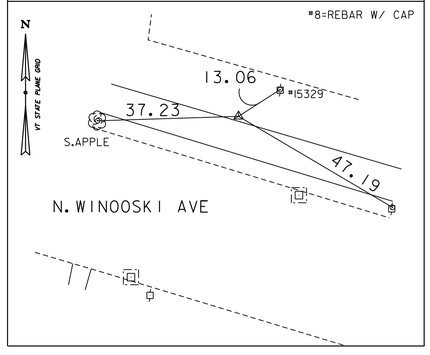


* MAIN TRAVERSE COMPLETED ON 3/11/2020 BY R.GILMAN, T.CATTANEO, B.HERRING AND H.MCGOWAN

SECONDARY CONTROL

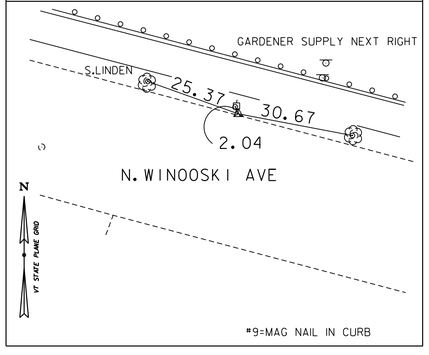
HVCTRL #8

NORTH = 725348.900
EAST = 1458778.960
ELEV. = 186.011



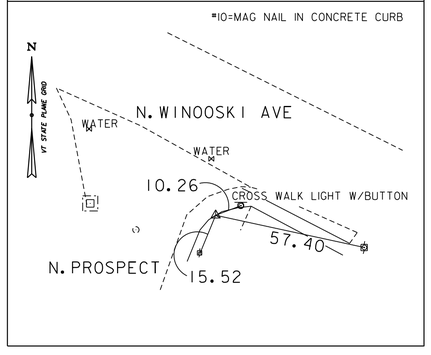
HVCTRL #9

NORTH = 725527.232
EAST = 1457792.074
ELEV. = 217.454



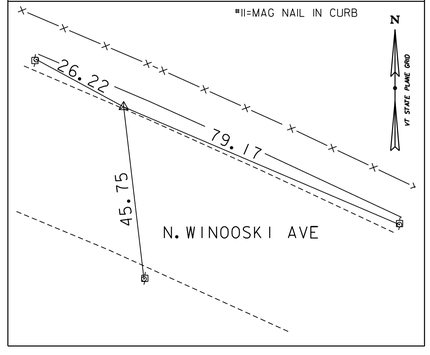
HVCTRL #10

NORTH = 725691.427
EAST = 1457159.799
ELEV. = 231.530



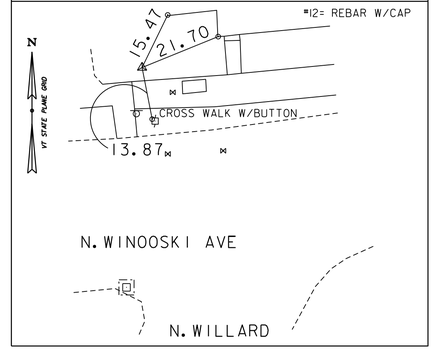
HVCTRL #11

NORTH = 725950.444
EAST = 1456761.001
ELEV. = 234.487



HVCTRL #12

NORTH = 726052.050
EAST = 1456278.895
ELEV. = 241.456



DATUM

VERTICAL	NAVD 88
HORIZONTAL	NAD83 (2011)
ADJUSTMENT	LEAST SQUARES

PROJECT NAME:	BURLINGTON-WINOOSKI
PROJECT NUMBER:	BF RAIZ(2)

FILE NAME: r22j351tie.dgn		PLOT DATE:	4-DEC-2024
PROJECT LEADER:	R. KLINEFELTER	DRAWN BY:	H. McGOWAN
DESIGNED BY:	VTRANS	CHECKED BY:	R. GILMAN
TIE SHEET 1		SHEET	7 OF 8

PRIMARY CONTROL

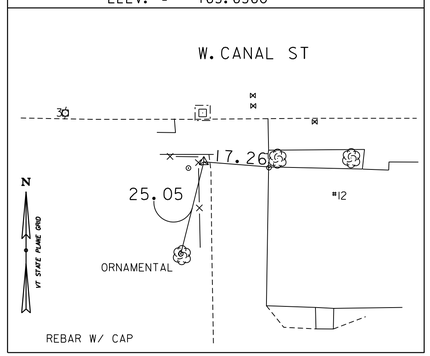
BM #10969
WINOOSKI
NORTH=725571.7831
EAST=1461194.0493
ELEV=168.2874

GENERAL LOCATION, BURLINGTON, VT. THE MARK IS SET ON THE TOP OF THE ABUTMENT AT THE SOUTHWEST CORNER OF THE U.S. ROUTES 2+7 BRIDGE OVER THE WINOOSKI RIVER BETWEEN WINOOSKI AND BURLINGTON. IT IS 9.8 M (32.2 FT) WEST OF THE CENTERLINE OF U.S. ROUTES 2+7, 12.6 M (41.3 FT) NORTH OF THE SOUTH END OF THE CONCRETE BRIDGE RAIL, AND 1.1 M (3.6 FT) SOUTHWEST OF A 3 M (9.8 FT) HIGH CONCRETE POST AT AN ANGLE POINT IN THE BRIDGE RAIL.

SECONDARY CONTROL

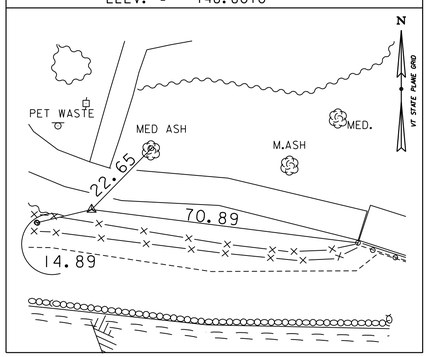
HVCTRL #20

NORTH = 726151.0920
EAST = 1461095.2590
ELEV. = 163.6360



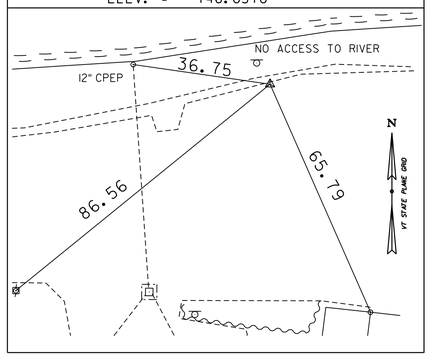
HVCTRL #21

NORTH = 725933.2633
EAST = 1461126.6596
ELEV. = 148.8010



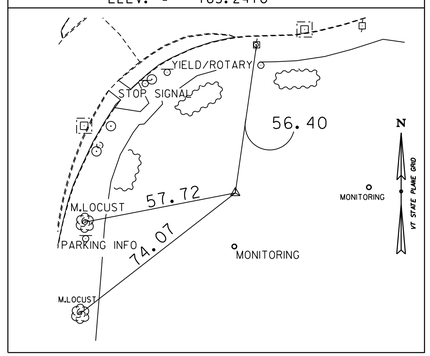
HVCTRL #22A

NORTH = 725616.4290
EAST = 1461572.585
ELEV. = 146.0310



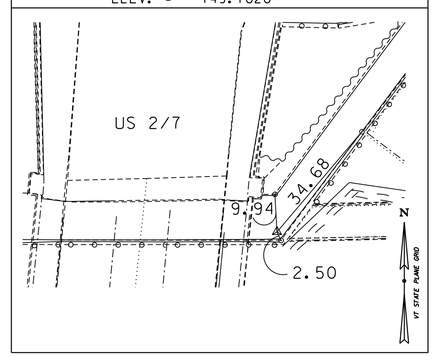
HVCTRL #23

NORTH = 726114.4320
EAST = 1461369.1860
ELEV. = 163.2470



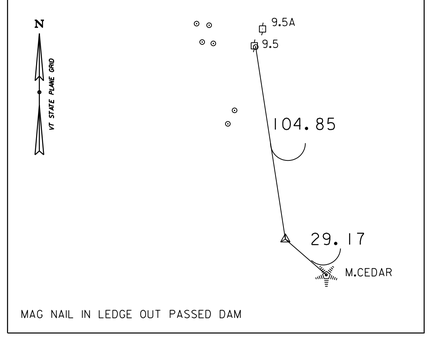
HVCTRL #25

NORTH = 725917.7030
EAST = 1461295.6400
ELEV. = 149.7020



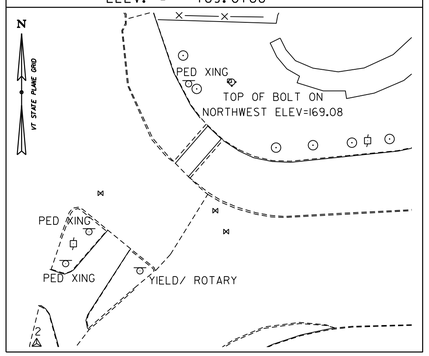
HVCTRL #26

NORTH = 725456.0540
EAST = 1460870.7770
ELEV. = 127.1510



BM #3520

NORTH = 726238.4272
EAST = 1461341.3218
ELEV. = 169.0766



NORTH =
EAST =
ELEV. =

NORTH =
EAST =
ELEV. =

NORTH =
EAST =
ELEV. =

DATUM

VERTICAL NAVD 88
HORIZONTAL NAD83 (2011)
ADJUSTMENT COMPASS

* MAIN TRAVERSE COMPLETED ON 3/11/2020 BY R.GILMAN, T.CATTANEO, B.HERRING AND H.MCGOWAN
ADDITIONAL TRAVERSE COMPLETED ON 3/24/2023 BY B.HERRING , T.CATTANEO, R.GAUVIN, T.BABCZAK

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351tie.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: VTRANS
TIE SHEET 2

PLOT DATE: 4-DEC-2024
DRAWN BY: H. McGOWAN
CHECKED BY: R. GILMAN
SHEET 8 OF 8

R. O. W. PLANS

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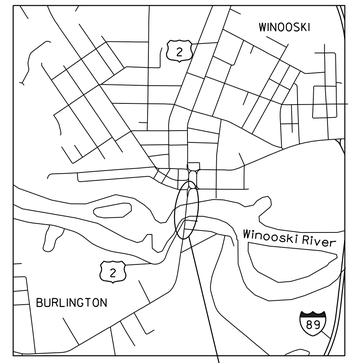
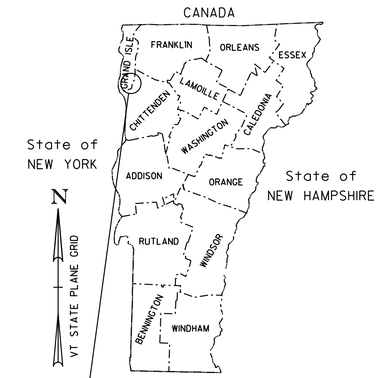
7-8	TIE SHEETS

STATE OF VERMONT
AGENCY OF TRANSPORTATION





BURLINGTON-WINOOSKI
STP 5000(29) & BF RAIZ(2)

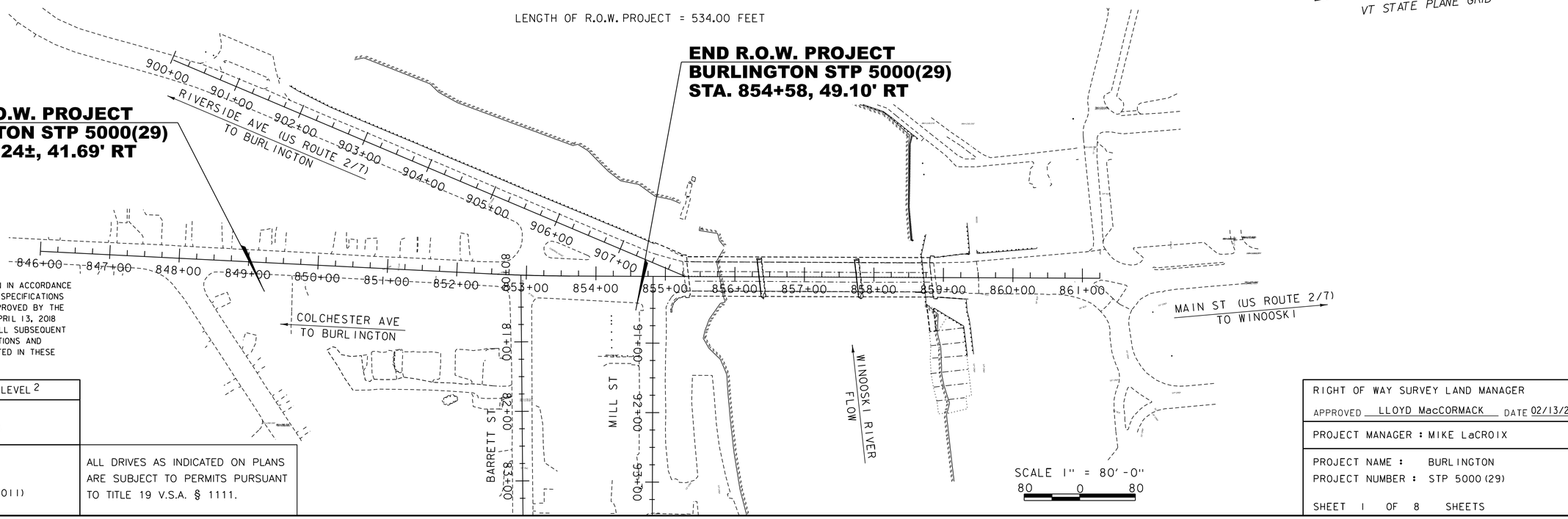
PROPOSED IMPROVEMENT
CITIES OF BURLINGTON AND WINOOSKI
COUNTY OF CHITTENDEN
COLCHESTER AVE & RIVERSIDE AVE
(US ROUTE 2 & 7) - PRINCIPAL ARTERIAL

BRIDGE NO: 150

PROJECT LOCATION: LOCATED IN THE COUNTY OF CHITTENDEN, IN THE CITIES OF BURLINGTON AND WINOOSKI, ON COLCHESTER AVE AND RIVERSIDE AVE (US ROUTES 2 AND 7). THE INTERSECTION AND THE BRIDGE ARE LOCATED APPROXIMATELY 1.2 MILES SOUTH OF THE JUNCTION WITH INTERSTATE 89, EXIT 16.

PROJECT DESCRIPTION: FULL REPLACEMENT OF THE EXISTING BRIDGE WITH ASSOCIATED ROADWAY AND CHANNEL WORK, RECONSTRUCTION OF THE INTERSECTION INCLUDING REALIGNMENT OF THE RIVERSIDE AVE APPROACH, INSTALLATION OF NEW TRAFFIC SIGNAL EQUIPMENT, CONSTRUCTION OF PEDESTRIAN AND BICYCLE FACILITIES, AND REPLACEMENT AND/OR RELOCATION OF DRAINAGE AND UTILITIES.

LENGTH OF R.O.W. PROJECT = 534.00 FEET



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON APRIL 13, 2018 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

QUALITY ASSURANCE PROGRAM : LEVEL 2	
SURVEYED BY :	VTRANS
SURVEYED DATE :	JUNE 2023
DATUM	
VERTICAL	NAVD 88
HORIZONTAL	NAD 83 (2011)

ALL DRIVES AS INDICATED ON PLANS ARE SUBJECT TO PERMITS PURSUANT TO TITLE 19 V.S.A. § 1111.

RIGHT OF WAY SURVEY LAND MANAGER

APPROVED LLOYD MacCORMACK DATE 02/13/2025

PROJECT MANAGER : MIKE LaCROIX

PROJECT NAME : BURLINGTON
PROJECT NUMBER : STP 5000(29)

SHEET 1 OF 8 SHEETS

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	BF	BARRIER FENCE
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	PDF	PROJECT DEMARCATION FENCE
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	R.T. & I.	RIGHT, TITLE, AND INTEREST
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⧈	BNDNS	BOUND TO BE SET
◎	IPNF	IRON PIN FOUND
●	IPNS	IRON PIN TO BE SET
☒	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
⌊LENGTH⌋		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADIUS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE
CB	CHORD BEARING

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

- UGU — UTILITY (GENERIC-UNKNOWN)
- UT — TELEPHONE
- UE — ELECTRIC
- UC — CABLE (TV)
- UEC — ELECTRIC+CABLE
- UET — ELECTRIC+TELEPHONE
- UCT — CABLE+TELEPHONE
- UECT — ELECTRIC+CABLE+TELEPHONE
- G — GAS LINE
- W — WATER LINE
- S — SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

- AGU — UTILITY (GENERIC-UNKNOWN)
- T — TELEPHONE
- E — ELECTRIC
- C — CABLE (TV)
- EC — ELECTRIC+CABLE
- ET — ELECTRIC+TELEPHONE
- AER E&T — ELECTRIC+TELEPHONE
- CT — CABLE+TELEPHONE
- ECT — ELECTRIC+CABLE+TELEPHONE
- UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

- CZ — CLEAR ZONE
- PLAN LAYOUT MATCHLINE

PROJECT CONSTRUCTION FEATURES

- TOP OF CUT SLOPE
- TOE OF FILL SLOPE
- STONE FILL
- BOTTOM OF DITCH ℄
- CULVERT PROPOSED
- STRUCTURE SUBSURFACE
- PDF — PDF — PROJECT DEMARCATION FENCE
- BF — BF — BARRIER FENCE
- TREE PROTECTION ZONE (TPZ)
- STRIPING LINE REMOVAL
- SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- TOWN LINE — TOWN BOUNDARY LINE
- COUNTY LINE — COUNTY BOUNDARY LINE
- STATE LINE — STATE BOUNDARY LINE
- PROPOSED STATE R.O.W. (LIMITED ACCESS)
- PROPOSED STATE R.O.W.
- STATE ROW (LIMITED ACCESS)
- STATE ROW
- TOWN ROW
- PERMANENT EASEMENT LINE (P)
- TEMPORARY EASEMENT LINE (T)
- SURVEY LINE
- P/L — PROPERTY LINE (P/L)
- SR SR SR — SLOPE RIGHTS
- 6f — 6f — 6F PROPERTY BOUNDARY
- 4f — 4f — 4F PROPERTY BOUNDARY
- HAZ — HAZ — HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- FILTER CURTAIN
- SILT FENCE
- SILT FENCE WOVEN WIRE
- CHECK DAM
- DISTURBED AREAS REQUIRING RE-VEGETATION
- EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

- WETLAND BOUNDARY
- RIPARIAN BUFFER ZONE
- WETLAND BUFFER ZONE
- SOIL TYPE BOUNDARY
- T&E — THREATENED & ENDANGERED SPECIES
- HAZ — HAZ — HAZARDOUS WASTE AREA
- AG — AGRICULTURAL LAND
- HABITAT — FISH & WILDLIFE HABITAT
- FLOOD PLAIN — FLOOD PLAIN
- OHW — ORDINARY HIGH WATER (OHW)
- STORM WATER
- USDA FOREST SERVICE LANDS
- WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

- ARCH — ARCHEOLOGICAL BOUNDARY
- HISTORIC DIST — HISTORIC DISTRICT BOUNDARY
- HISTORIC — HISTORIC AREA
- Ⓗ — HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

- ROAD EDGE PAVEMENT
- ROAD EDGE GRAVEL
- DRIVEWAY EDGE
- DITCH
- FOUNDATION
- FENCE (EXISTING)
- FENCE WOOD POST
- FENCE STEEL POST
- GARDEN
- ROAD GUARDRAIL
- RAILROAD TRACKS
- CULVERT (EXISTING)
- STONE WALL
- WALL
- WOOD LINE
- BRUSH LINE
- HEDGE
- BODY OF WATER EDGE
- LEDGE EXPOSED

PROJECT NAME:	BURLINGTON
PROJECT NUMBER:	STP 5000(29)
FILE NAME: r21t471legend.dgn	PLOT DATE: 13-FEB-2025
PROJECT LEADER: M. LaCROIX	DRAWN BY: M. LONGSTREET
DESIGNED BY: M. LONGSTREET	CHECKED BY: M. LONGSTREET
CONVENTIONAL SYMBOLOGY LEGEND SHEET	SHEET 2 OF 8

STATE OF VERMONT
AGENCY OF TRANSPORTATION

RIGHT - OF - WAY DETAIL SHEET

TABLE OF PROPERTY ACQUISITION

PARCEL NO.	PROPERTY OWNER	ROW LAYOUT NO.	BEGINNING STATION	ENDING STATION	FEE ACQUISITION	REMAINDER	RIGHT			RECORDING DATA					REMARKS
					AREA±	AREA±	TYPE	T / P	AREA ±	TITLE	DATE	TOWN / CITY	BOOK	PAGE	
1	BENNETT, ISABELLA B.	1	849+77± LT	850+30± LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			849+77± LT	850+30± LT			CONSTRUCTION	T	312 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAY, YARD & WOODEN STAIRS
2	PAVELKA, RADIM	1	850+21± LT	850+71± LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+29± LT	850+71± LT			CONSTRUCTION	T	238 SF						INCL. EC & RESTORATION OF DRIVEWAY & WOODEN WALL
3	454 COLCHESTER, LLC	1	850+42± LT	851+43± LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+70± LT	851+43± LT			CONSTRUCTION	T	579 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAY, YARD & SEPARATION WALL
			850+94 LT				REMOVE & RESET	T							MAILBOX
4	TORNEY, DONNA & IAN	1	TH-4 904+43.82 RT	TH-4 905+41.45 RT			HIGHWAY	P	1,553 SF						
			TH-4 903+79± RT	TH-4 905+41.45 RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			TH-4 903+79± RT	852+21.08 LT			CONSTRUCTION	T	1,555 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAYS & YARD
5	CITY OF BURLINGTON	1	TH-4 902+70± LT	TH-4 907+70.45 LT			HIGHWAY	P	0.27 A						11,772 SF±
			TH-4 902+70± LT	TH-4 907+70.45 LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			TH-4 907+31 LT	TH-4 907+69.97 LT			CONSTRUCTION	T	1,166 SF						INCL. EC
6	445 COLCHESTER PROPERTY LLC	2	849+20± RT	849+70± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			849+24± RT	849+69± RT			CONSTRUCTION	T	714 SF						INCL. EC & RESTORATION OF WALKWAY, YARD & CONCRETE WALL
7	449 COLCHESTER AVE., LLC	2	849+65± RT	850+14± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			849+65± RT	850+14± RT			CONSTRUCTION	T	924 SF						INCL. EC & RESTORATION OF DRIVEWAY & STAIRS
			849+80.55 RT	850+14± RT			INSTALL & MAINTAIN	P	105 SF						RETAINING WALL & STAIRS WITHIN WALL
8	OREN, DANIEL K. & IBARRA, MILAGROS T.	2	850+03± RT	850+75± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+13± RT	850+75± RT			CONSTRUCTION	T	607 SF						INCL. EC & RESTORATION OF YARD
			850+13± RT	850+75± RT			INSTALL & MAINTAIN	P	720 SF						RETAINING WALL & STAIRS WITHIN WALL
			850+40± RT	850+75± RT			DRIVE	T	334 SF						PAVED
			850+40± RT	850+75± RT			UTILITY	P	334 SF						
9	GUILD4 PROPERTIES, LLC	2	850+75± RT	851+24± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+75± RT	851+23± RT			INSTALL & MAINTAIN	P	573 SF						RETAINING WALL & STAIRS WITHIN WALL
			850+75± RT	851+24± RT			UTILITY	P	610 SF						
			850+75± RT	851+24± RT			DRIVE	T	535 SF						PAVED
			851+00 RT	851+16± RT			CONSTRUCTION	T	99 SF						INCL. EC & RESTORATION OF WALKWAY & YARD
			851+17 RT	851+23± RT			CONSTRUCTION	T	47 SF						INCL. EC & RESTORATION OF WALKWAY & YARD

TABLE OF REVISIONS

REVISION NO.	ROW SET SHEET #	DESCRIPTION	DATE
1	3, 6	PO 9 - GUILD4 PROPERTIES, LLC CHANGE INSTALL & MAINTAIN(P) AREA FROM 500 SF TO 573 SF; CHANGE UTILITY(P) AREA FROM 535 SF TO 610 SF; CHANGE CONST(T) END STA 851+23± RT TO STA 851+16 RT, AREA FROM 172 SF TO 99 SF; ADD CONST(T) BEGIN STA 851+17 RT TO END STA 851+23± RT, AREA 47 SF, INCL EC & RESTORATION OF WALKWAY & YARD IN REMARKS. REV BY: MT CO 10821 APP BY: AP	11/06/25
2	4, 6	PO 10 - BURLINGTON ESTATES, LLC CHANGE CONST(T) AREA FROM 490 SF TO 712 SF; CHANGE INSTALL & MAINT(P) AREA FROM 564 SF TO 445 SF; CHANGE UTILITY(P) AREA FROM 604 SF TO 680 SF. REV BY: MT CO 10822 APP BY: AP	11/06/25
3	4, 6	PO 12 - LITWHILER HOLDINGS, LLC CHANGE UTILITY(P) BEGIN STA 853+78± RT TO STA 853+65.19 RT, AREA FROM 35 SF TO 509 SF; CHANGE CONST(T) BEGIN STA 853+17 RT TO 853+72 RT, END STA 854+15± RT TO 853+82 RT, AREA 456 SF TO 431 SF; CHANGE UTILITY(P) BEGIN STA 853+76.91 RT TO 853+81.68 RT, AREA 247 SF TO 90 SF; CHANGE UTILITY(P) END STA 853+88± RT TO 854+15±, AREA 100 SF TO 997 SF; ADD CONST(T) BEGIN STA 853+85± RT TO END STA 854+14± RT, AREA 624 SF, INCL. EC & RESTORATION OF YARD. REV BY: MT CO 10823 APP BY: AP	11/06/25
4	4, 6	PO 13 - BRISSON PROPERTIES @ 495 COLCHESTER AVENUE, LLC CHANGE UTILITY(P) END STA 853+88± RT TO 853+85± RT, AREA 47 SF TO 19 SF; CHANGE CONST(T) BEGIN STA TH-282 91+18 RT TO TH-282 91+10 RT, AREA 16 SF TO 323 SF. REV BY: MT CO 10824 APP BY: AP	11/06/25
5	4, 6	PO 14 - BLASDEL & KOCH - TRUSTEES CHANGE UTILITY(P) END STA 853+89± RT TO STA 853+85± RT, AREA 442 SF TO 139 SF; CHANGE CONST(T) AREA FROM 334 SF TO 375 SF. REV BY: MT CO 10825 APP BY: AP	11/06/25
6	4, 6	PO 14 - BLASDEL & KOCH - TRUSTEES CHANGE OWNER NAME TO: JENNIFER A. KOCH, TRUSTEE OF THE GREGG N. BLASDEL AND JENNIFER A. KOCH REVOCABLE TRUST, U/T/A DATED MARCH 13, 2018. REV BY: MT CO 10826 APP BY: AP	11/25/25

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r2lt47ldetail.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: A. EGIZI
R.O.W. DETAIL SHEET 1

PLOT DATE: 25-NOV-2025
DRAWN BY: M. TROTTIER
CHECKED BY: A. PROULX
SHEET 3 OF 8

STATE OF VERMONT
AGENCY OF TRANSPORTATION

RIGHT - OF - WAY DETAIL SHEET

TABLE OF PROPERTY ACQUISITION

PARCEL NO.	PROPERTY OWNER	ROW LAYOUT NO.	BEGINNING STATION	ENDING STATION	FEE ACQUISITION	REMAINDER	RIGHT			RECORDING DATA					REMARKS
					AREA±	AREA±	TYPE	T / P	AREA ±	TITLE	DATE	TOWN / CITY	BOOK	PAGE	
10	BURLINGTON ESTATES, LLC	2	851+23± RT	851+86± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			851+23± RT	851+82± RT			CONSTRUCTION	T	712 SF						INCL. EC & RESTORATION OF YARD
			851+23± RT	851+82± RT			INSTALL & MAINTAIN	P	445 SF						RETAINING WALL & STAIRS WITHIN WALL
			851+23± RT	851+86± RT			DRIVE	T	604 SF						PAVED
			851+23± RT	851+86± RT			UTILITY	P	680 SF						
11	BOURNE, RENE P. & SHARON MEYER	2	851+82± RT	852+75± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			851+82± RT	852+69 RT			CONSTRUCTION	T	983 SF						INCL. EC & RESTORATION OF WALKWAY, YARD & WOODEN RETAINING WALL
			851+82± RT	852+69.10 RT			INSTALL & MAINTAIN	P	581 SF						RETAINING WALL & STAIRS WITHIN WALL
			851+85± RT	852+75± RT			UTILITY	P	551 SF						
			851+85± RT	852+75± RT			DRIVE	T	551 SF						PAVED
12	LITWHILER HOLDINGS, LLC	2	853+17 RT	854+15± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			853+72 RT	853+82 RT			CONSTRUCTION	T	431 SF						INCL. EC & RESTORATION OF YARD
			853+70 RT	854+10 RT			REMOVE & REPLACE	T							CHAIN LINK FENCE
			853+81.68 RT	853+88.93 RT			UTILITY	P	90 SF						
			853+65.19 RT	853+82± RT			UTILITY	P	509 SF						
			853+82± RT	854+15± RT			UTILITY	P	997 SF						
			853+85± RT	854+14±RT			CONSTRUCTION	T	624 SF						INCL. EC & RESTORATION OF YARD
			853+88 RT	854+15± RT			REMOVE & RESET	T							WOOD FENCE & DOMINOS SIGN
13	BRISSON PROPERTIES @	2	853+71± RT	854+58 RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
	495 COLCHESTER AVENUE, LLC		853+82± RT	853+85± RT			UTILITY	P	19 SF						
			854+14± RT	854+58 RT			CONSTRUCTION	T	445 SF						INCL. EC & RESTORATION OF SIDEWALK
			854+14± RT	854+23 RT			REMOVE & RESET	T							WOOD FENCE
			TH-282 91+10 RT	TH-282 91+26± RT			CONSTRUCTION	T	323 SF						INCL. EC & RESTORATION OF DRIVEWAY & WALKWAY
14	JENNIFER A. KOCH, TRUSTEE OF THE	2	853+71± RT	854+57 RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
	GREGG N. BLASDEL & JENNIFER A. KOCH		853+78± RT	853+85± RT			UTILITY	P	139 SF						
	REVOCABLE TRUST, U/T/A dated		TH-282 91+25± RT	TH-282 91+81± RT			CONSTRUCTION	T	375 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAY & YARD
	MARCH 13, 2018														
15	BELIVEAU, LEO & DONNA	2	850+49± RT	852+75± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+49± RT	852+75.52± RT			UTILITY	P	2,685 SF						
			850+49± RT	852+75.52± RT			DRIVE	T	2,685 SF						PAVED
	BURLINGTON ELECTRIC DEPARTMENT		849+24± RT	854+58 RT											UTILITY
	CONSOLIDATED COMMUNICATIONS OF VERMONT COMPANY, LLC		849+24± RT	854+58 RT											UTILITY
	GREEN MOUNTAIN POWER CORPORATION		849+24± RT	854+58 RT											UTILITY
	AT&T CORPORATION		849+24± RT	854+58 RT											UTILITY
	BURLINGTON PUBLIC WORKS		849+24± RT	854+58 RT											UTILITY
	FIRSTLIGHT FIBER, INC.		849+24± RT	854+58 RT											UTILITY
	LIMEN TECHNOLOGIES		849+24± RT	854+58 RT											UTILITY
	VERMONT GAS SYSTEMS, INC.		849+24± RT	854+58 RT											UTILITY

TABLE OF REVISIONS

REVISION NO.	ROW SET SHEET #	DESCRIPTION	DATE

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r2lt47ldetail.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: A. EGIZI
R.O.W. DETAIL SHEET 2

PLOT DATE: 25-NOV-2025
DRAWN BY: M. TROTTIER
CHECKED BY: A. PROULX
SHEET 4 OF 8

N = 725037.746
E = 1460902.917
STA 901+75.00, 27.68' LT

N61°32'25"W
7.00'

N28°27'30"E
95.45'

902+70±
35.00' LT

902+70±
27.67' LT

HWY(P) N28°27'21"E
129.55'

N61°32'41"W
11.00'

904+00.00
46.00' LT

904+00.00
35.00' LT

N28°27'21"E
145.00'

HWY(P)

905+45.00
93.00' LT

N28°27'21"E
38.00'

905+83.00
93.00' LT

905+45.00
46.00' LT

N61°32'41"W
47.00'

S61°32'41"E
35.00'

905+83.00
58.00' LT

APPROX. EXISTING TOWN R.O.W.

N28°27'30"E
500.00'

HWY(P)

N28°27'21"E
186.97'

CONST(T)

907+69.97
58.00' LT

S62°26'41"E
30.35'

N28°27'30"E
17.59'

907+70.45
27.65' LT

5
CITY OF BURLINGTON
D&C(T)

Riverside Ave

902+00
903+00
904+00
905+00
906+00
907+00

N28°27'19"E

S28°39'41"W
268.82'

APPROX. EXISTING TOWN R.O.W.

904+43.82
39.59' RT

CONST(T)

N39°55'06"E
45.92'

904+88.83
48.72' RT

S28°39'41"W
88.29'

S84°58'27"E
30.06'

905+32.10
39.91' RT

HWY(P)

HWY(P)

N08°25'09"E
43.29'

905+41.45
61.47' RT

852+21.08
41.09' LT

CONST(T)

CONST(T)

CONST(T)

CONST(T)

N08°25'09"E
296.08'

R&R(T)

APPROX. EXISTING TOWN R.O.W.

EXISTING
VEHICULAR R.O.W
260/331

2
PAVELKA,
RADIM
D&C(T)

3
454
COLCHESTER, LLC
D&C(T)

4
TORNEY,
DONNA & IAN
D&C(T)

1
BENNETT,
ISABELLA B.
D&C(T)

N/F
VERMONT
GAS
SYSTEMS INC

N/F
LY, MICHAEL;
LY, SHANNON

12" CMP

18" CLAY

30" CIPP

12" PVC

30" PVC

CONTROL VAULT

N = 724981.731
E = 1461106.210
STA 849+25.00, 41.11' LT

N08°24'59.18"E

Colchester Ave

849+00
850+00
851+00
852+00
853+00
854+00
855+00
908+00

VT STATE PLANE GRID

N

Permanent Highway Easement

Temporary Construction Easement

0 20 40
SCALE IN FEET

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

FOR R.O.W.
USE ONLY

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r21t471lay1.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: HNTB
R.O.W. LAYOUT SHEET 1

PLOT DATE: 6-NOV-2025
DRAWN BY: A. EGIZI
CHECKED BY: A. PROULX
SHEET 5 OF 8

N

VT STATE PLANE GRID

BEGIN R.O.W. PROJECT
BURLINGTON STP 5000(29)
STA. 849+24±, 41.69' RT

END R.O.W. PROJECT
BURLINGTON STP 5000(29)
STA. 854+58, 49.10' RT

Colchester Ave

N08°24'59.18"E

850+00 851+00 852+00 853+00 854+00 855+00 90+00 80+00 81+00 91+00 92+00 82+00

849+80.55 41.39' RT
850+14± 41.40' RT
850+75± 41.40' RT
851+23± 41.40' RT
851+82± 41.40' RT
852+68.91 41.50' RT
852+69.10 45.20' RT

APPROX. EXISTING TOWN R.O.W.

S08°25'09"W 344.26'

I&M(P) CONST(T)

N/F SWB LLC

6 **445 COLCHESTER PROPERTY LLC** D&C(T)

7 **449 COLCHESTER AVE., LLC** D&C(T)

8 **OREN, DANIEL K. & IBARRA, MILAGROS T.** D&C(T)

9 **GUILD4 PROPERTIES, LLC** D&C(T)

10 **BURLINGTON ESTATES, LLC** D&C(T)

11 **BOURNE, RENE P. & SHARON MEYER** D&C(T)

12 **LITWHILER HOLDINGS, LLC** D&C(T)

13 **BRISSON PROPERTIES @ 495 COLCHESTER AVENUE, LLC** D&C(T)

14 **JENNIFER A. KOCH, TRUSTEE OF THE GREGG N. BLASDEL & JENNIFER A. KOCH REVOCABLE TRUST, U/T/A dated MARCH 13, 2018**

15 **BELIVEAU, LEO & DONNA** D&C(T)

N/F 20 CHASE ST LLC

N/F BARRIOS, CESAR SANCHEZ, RAQUEL

N/F WELLS, MICHAEL J.

Barrett Street

Mill Street

Chase Street

APPROX. EXISTING TOWN R.O.W.

REMOVE & REPLACE(T) CHAIN LINK FENCE

REMOVE & RESET(T) WOOD FENCE & DOMINOS SIGN

REMOVE & RESET(T) WOOD FENCE

853+81.68 42.65' RT

R=3,435.07', L=140.26'
CB=S06°13'25"W, CD=140.25"

853+88.93 42.71' RT

854+15± 42.79' RT

854+14± 73.16' RT

853+81.94 67.74' RT

853+72.53 88.59' RT

EXISTING EASEMENT BOOK 535/764

853+70.67 104.17' RT

853+85.84 101.87' RT

853+85± 114.83' RT

853+82± 115.31' RT

853+85± 122.52' RT

853+82± 122.42' RT

SUBLOT LINE

853+78± 177.34' RT

853+65.19 193.50' RT

853+70.56 193.50' RT

853+82± 177.45' RT

853+82± 212.64' RT

S84°57'21"E

S84°15'31"

852+74.39 156.26' RT

852+75± 162.36' RT

851+85± 158.58' RT

852+27.91 173.53' RT

852+75.52 181.24' RT

852+28.15 182.43' RT

851+86± 164.67' RT

850+75± 156.63' RT

851+23± 155.47' RT

850+40± 157.56' RT

850+49± 168.51' RT

850+75± 167.65' RT

851+24± 166.23' RT

DRIVE(T) UE(P)

EXISTING 10' R.O.W. EASEMENT

Permanent and Temporary Utility Easement

Temporary Construction Easement

0 20 40
SCALE IN FEET

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

FOR R.O.W. USE ONLY

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r21t471lay2.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: HNTB
R.O.W. LAYOUT SHEET 2

PLOT DATE: 25-NOV-2025
DRAWN BY: A. EGIZI
CHECKED BY: A. PROULX
SHEET 6 OF 8

PRIMARY CONTROL

HVCTRL #1
VSE 502
NORTH = 726565.5930
EAST = 1461318.6980
ELEV. = 188.300

TO REACH FROM THE I-89 INTERSTATE BRIDGES OVER ROUTES 2 AND 7 AT EXIT 16 IN COLCHESTER, GO SOUTH ON ROUTES 2 AND 7 FOR 0.9 MI (1.4 KM) TO THE INTERSECTION OF SPRING ST. CONTINUE STRAIGHT AHEAD ON 2 AND 7 FOR 0.30 MI (0.5 KM) TO THE ENTRANCE OF A TRAFFIC CIRCULATOR AND THE SITE OF THE MARK ON THE LEFT IN THE TRAFFIC DIVIDER.

THE MARK IS A MAG NAIL SET FLUSH IN THE CONCRETE SURFACE.

IT IS 10.0 M (32.8 FT) NORTH-NORTHEAST OF THE SOUTH END OF THE TRAFFIC DIVIDER, 3.7 M (12.1 FT) WEST OF THE EAST END OF THE DIVIDER AND 6.2 M (20.3 FT) SOUTHEAST OF A LUMEN.

HVCTRL #2
VSE 501
NORTH = 726171.545
EAST = 1461291.422
ELEV. = 165.464

TO REACH FROM THE I-89 INTERSTATE BRIDGES OVER ROUTES 2 AND 7 AT EXIT 16 IN COLCHESTER, GO SOUTH ON ROUTES 2 AND 7 FOR 0.9 MI (1.4 KM) TO THE INTERSECTION OF SPRING ST. CONTINUE STRAIGHT AHEAD ON 2 AND 7 FOR 0.35 MI (0.6 KM) TO THE EXIT OF A TRAFFIC CIRCULATOR AND THE SITE OF THE MARK ON THE LEFT IN THE TRAFFIC DIVIDER.

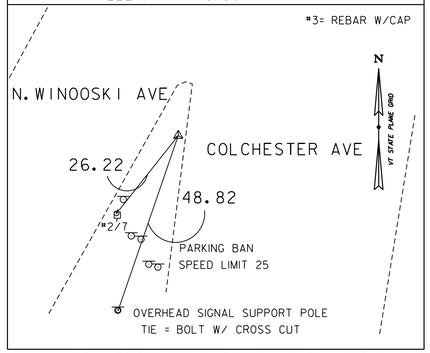
THE MARK IS A 3/4 INCH (19 MM) REBAR WITH YELLOW CAP SET FLUSH WITH THE GROUND SURFACE.

IT IS 4.1 M (13.5 FT) NORTH OF THE SOUTH END OF THE TRAFFIC DIVIDER, 10.5 M (34.4 FT) WEST OF THE EAST END OF THE DIVIDER AND 7.85 SOUTHWEST OF A LUMEN.

SECONDARY CONTROL

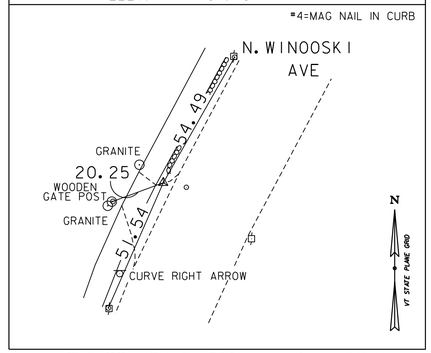
HVCTRL #3

NORTH = 725425.363
EAST = 1461183.604
ELEV. = 170.561



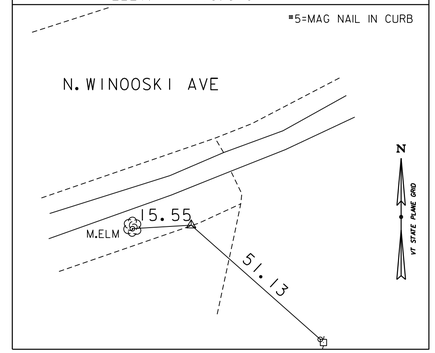
HVCTRL #4

NORTH = 724937.800
EAST = 1460863.108
ELEV. = 187.431



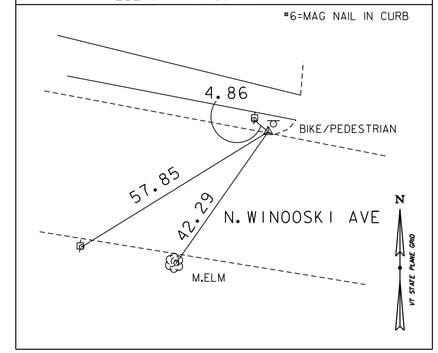
HVCTRL #5

NORTH = 724573.397
EAST = 1460682.567
ELEV. = 178.579



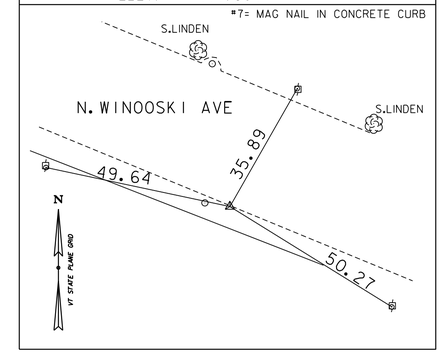
HVCTRL #6

NORTH = 724823.126
EAST = 1460008.524
ELEV. = 170.717



HVCTRL #7

NORTH = 724912.428
EAST = 1459473.735
ELEV. = 171.564

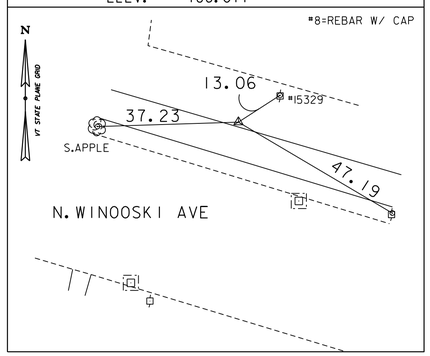


* MAIN TRAVERSE COMPLETED ON 3/11/2020 BY R.GILMAN, T.CATTANEO, B.HERRING AND H.MCGOWAN

SECONDARY CONTROL

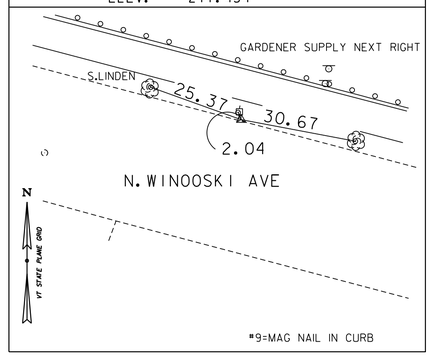
HVCTRL #8

NORTH = 725348.900
EAST = 1458778.960
ELEV. = 186.011



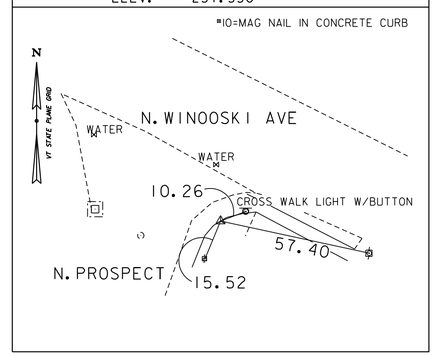
HVCTRL #9

NORTH = 725527.232
EAST = 1457792.074
ELEV. = 217.454



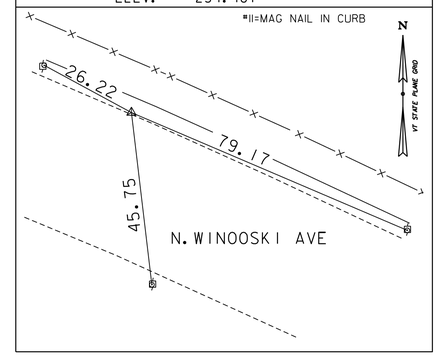
HVCTRL #10

NORTH = 725691.427
EAST = 1457159.799
ELEV. = 231.530



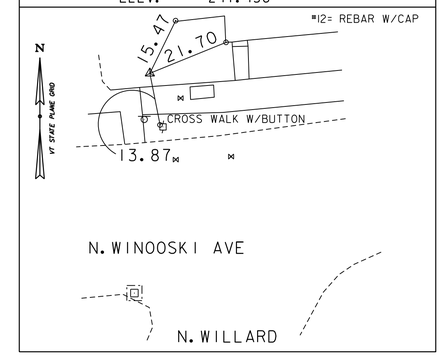
HVCTRL #11

NORTH = 725950.444
EAST = 1456761.001
ELEV. = 234.487



HVCTRL #12

NORTH = 726052.050
EAST = 1456278.895
ELEV. = 241.456



DATUM
VERTICAL NAVD 88
HORIZONTAL NAD83 (2011)
ADJUSTMENT LEAST SQUARES

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r21t471tie1.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: VTRANS
TIE SHEET 1

PLOT DATE: 13-FEB-2025
DRAWN BY: H. McGOWAN
CHECKED BY: R. GILMAN
SHEET 7 OF 8

PRIMARY CONTROL

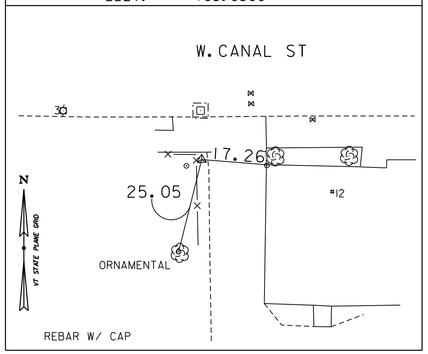
BM #10969
WINOOSKI
NORTH=725571.7831
EAST=1461194.0493
ELEV=168.2874

GENERAL LOCATION, BURLINGTON, VT. THE MARK IS SET ON THE TOP OF THE ABUTMENT AT THE SOUTHWEST CORNER OF THE U.S. ROUTES 2+7 BRIDGE OVER THE WINOOSKI RIVER BETWEEN WINOOSKI AND BURLINGTON. IT IS 9.8 M (32.2 FT) WEST OF THE CENTERLINE OF U.S. ROUTES 2+7, 12.6 M (41.3 FT) NORTH OF THE SOUTH END OF THE CONCRETE BRIDGE RAIL, AND 1.1 M (3.6 FT) SOUTHWEST OF A 3 M (9.8 FT) HIGH CONCRETE POST AT AN ANGLE POINT IN THE BRIDGE RAIL.

SECONDARY CONTROL

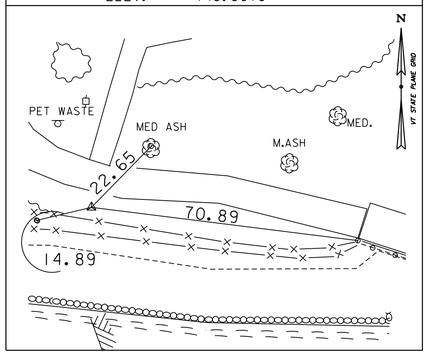
HVCTRL #20

NORTH = 726151.0920
EAST = 1461095.2590
ELEV. = 163.6360



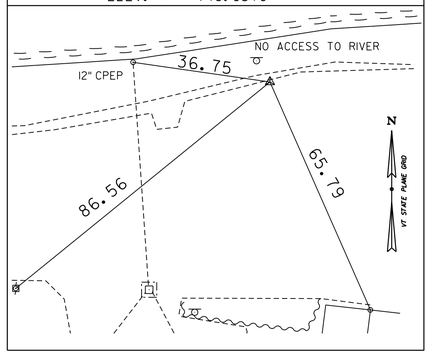
HVCTRL #21

NORTH = 725933.2633
EAST = 1461126.6596
ELEV. = 148.8010



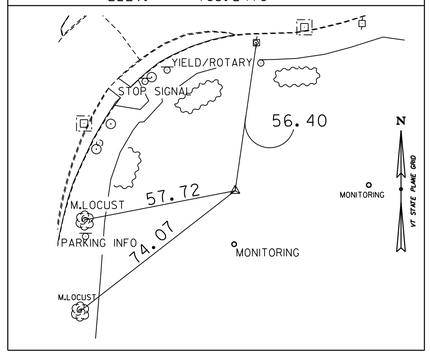
HVCTRL #22A

NORTH = 725616.4290
EAST = 1461572.585
ELEV. = 146.0310



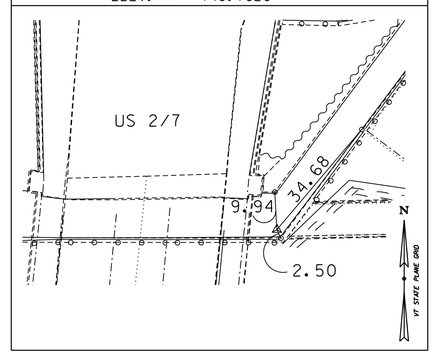
HVCTRL #23

NORTH = 726114.4320
EAST = 1461369.1860
ELEV. = 163.2470



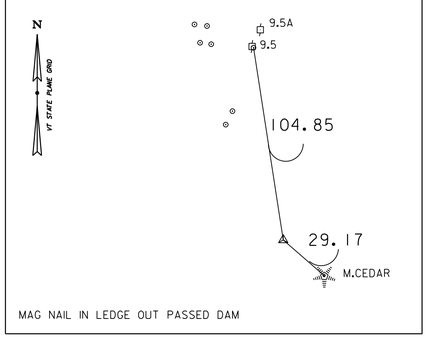
HVCTRL #25

NORTH = 725917.7030
EAST = 1461295.6400
ELEV. = 149.7020



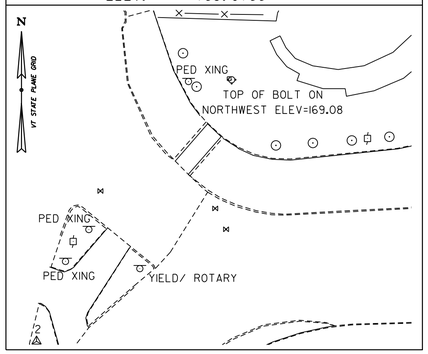
HVCTRL #26

NORTH = 725456.0540
EAST = 1460870.7770
ELEV. = 127.1510



BM #3520

NORTH = 726238.4272
EAST = 1461341.3218
ELEV. = 169.0766



HVCTRL

NORTH =
EAST =
ELEV. =

HVCTRL

NORTH =
EAST =
ELEV. =

HVCTRL

NORTH =
EAST =
ELEV. =

DATUM

VERTICAL NAVD 88
HORIZONTAL NAD83 (2011)
ADJUSTMENT COMPASS

* MAIN TRAVERSE COMPLETED ON 3/11/2020 BY R.GILMAN, T.CATTANEO, B.HERRING AND H.MCGOWAN
ADDITIONAL TRAVERSE COMPLETED ON 3/24/2023 BY B.HERRING , T.CATTANEO, R.GAUVIN, T.BABCZAK

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r21t471tie2.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: VTRANS
TIE SHEET 2

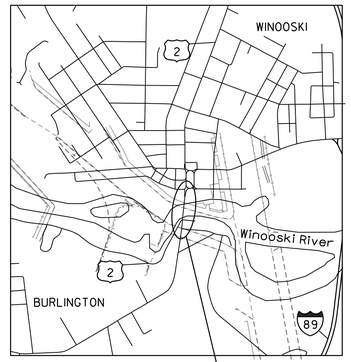
PLOT DATE: 13-FEB-2025
DRAWN BY: H. McGOWAN
CHECKED BY: R. GILMAN
SHEET 8 OF 8

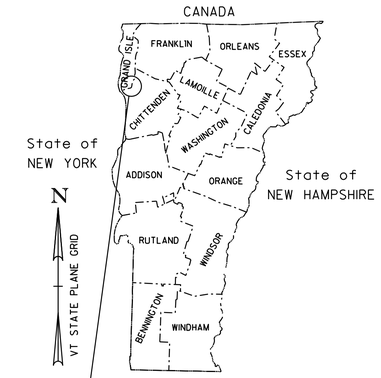
R. O. W. PLANS

INDEX OF SHEETS

1	TITLE
2	LEGEND
3	DETAIL
4-5	LAYOUT SHEETS
6	PRELIMINARY INFORMATION
7-8	TIE SHEETS

STATE OF VERMONT
AGENCY OF TRANSPORTATION





BURLINGTON-WINOOSKI
STP 5000(29) & BF RAIZ(2)

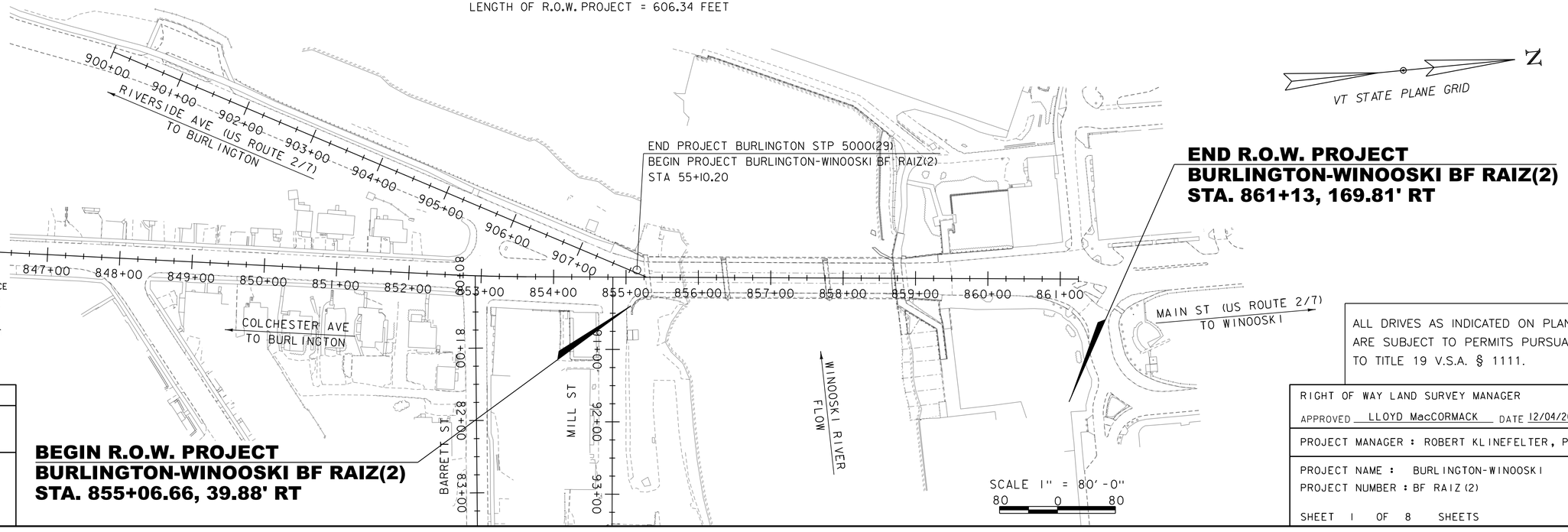
PROPOSED IMPROVEMENT
CITIES OF BURLINGTON AND WINOOSKI
COUNTY OF CHITTENDEN
COLCHESTER AVE & RIVERSIDE AVE
(US ROUTE 2 & 7) - PRINCIPAL ARTERIAL

BRIDGE NO: 150

PROJECT LOCATION: LOCATED IN THE COUNTY OF CHITTENDEN, IN THE CITIES OF BURLINGTON AND WINOOSKI, ON COLCHESTER AVE AND RIVERSIDE AVE (US ROUTES 2 AND 7). THE INTERSECTION AND THE BRIDGE ARE LOCATED APPROXIMATELY 1.2 MILES SOUTH OF THE JUNCTION WITH INTERSTATE 89, EXIT 16.

PROJECT DESCRIPTION: FULL REPLACEMENT OF THE EXISTING BRIDGE WITH ASSOCIATED ROADWAY AND CHANNEL WORK, RECONSTRUCTION OF THE INTERSECTION INCLUDING REALIGNMENT OF THE RIVERSIDE AVE APPROACH, INSTALLATION OF NEW TRAFFIC SIGNAL EQUIPMENT, CONSTRUCTION OF PEDESTRIAN AND BICYCLE FACILITIES, AND REPLACEMENT AND/OR RELOCATION OF DRAINAGE AND UTILITIES.

LENGTH OF R.O.W. PROJECT = 606.34 FEET



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON APRIL 13, 2018 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

ALL DRIVES AS INDICATED ON PLANS ARE SUBJECT TO PERMITS PURSUANT TO TITLE 19 V.S.A. § 1111.

QUALITY ASSURANCE PROGRAM : LEVEL 2	
SURVEYED BY :	VTRANS
SURVEYED DATE :	JUNE 2023
DATUM	
VERTICAL	NAVD 88
HORIZONTAL	NAD 83 (2011)

RIGHT OF WAY LAND SURVEY MANAGER
APPROVED LLOYD MacCORMACK DATE 12/04/2024

PROJECT MANAGER : ROBERT KLINEFELTER, P.E.

PROJECT NAME : BURLINGTON-WINOOSKI
PROJECT NUMBER : BF RAIZ(2)

SHEET 1 OF 8 SHEETS

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	BF	BARRIER FENCE
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	PDF	PROJECT DEMARCATION FENCE
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	R.T. & I.	RIGHT, TITLE, AND INTEREST
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⊡	BNDNS	BOUND TO BE SET
◎	IPNF	IRON PIN FOUND
●	IPNS	IRON PIN TO BE SET
⊠	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
[LENGTH]		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADIUS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE
CB	CHORD BEARING

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

- UTILITY (GENERIC-UNKNOWN)
- TELEPHONE
- ELECTRIC
- CABLE (TV)
- ELECTRIC+CABLE
- ELECTRIC+TELEPHONE
- CABLE+TELEPHONE
- ELECTRIC+CABLE+TELEPHONE
- GAS LINE
- WATER LINE
- SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

- UTILITY (GENERIC-UNKNOWN)
- TELEPHONE
- ELECTRIC
- CABLE (TV)
- ELECTRIC+CABLE
- ELECTRIC+TELEPHONE
- ELECTRIC+TELEPHONE
- CABLE+TELEPHONE
- ELECTRIC+CABLE+TELEPHONE
- UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

- CZ — CLEAR ZONE
- PLAN LAYOUT MATCHLINE

PROJECT CONSTRUCTION FEATURES

- TOP OF CUT SLOPE
- TOE OF FILL SLOPE
- STONE FILL
- BOTTOM OF DITCH ℄
- CULVERT PROPOSED
- STRUCTURE SUBSURFACE
- PROJECT DEMARCATION FENCE
- BARRIER FENCE
- TREE PROTECTION ZONE (TPZ)
- STRIPING LINE REMOVAL
- SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- TOWN BOUNDARY LINE
- COUNTY BOUNDARY LINE
- STATE BOUNDARY LINE
- PROPOSED STATE R.O.W. (LIMITED ACCESS)
- PROPOSED STATE R.O.W.
- STATE ROW (LIMITED ACCESS)
- STATE ROW
- TOWN ROW
- PERMANENT EASEMENT LINE (P)
- TEMPORARY EASEMENT LINE (T)
- SURVEY LINE
- PROPERTY LINE (P/L)
- SLOPE RIGHTS
- 6F PROPERTY BOUNDARY
- 4F PROPERTY BOUNDARY
- HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- FILTER CURTAIN
- SILT FENCE
- SILT FENCE WOVEN WIRE
- CHECK DAM
- DISTURBED AREAS REQUIRING RE-VEGETATION
- EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

- WETLAND BOUNDARY
- RIPARIAN BUFFER ZONE
- WETLAND BUFFER ZONE
- SOIL TYPE BOUNDARY
- T&E — THREATENED & ENDANGERED SPECIES
- HAZARDOUS WASTE AREA
- AG — AGRICULTURAL LAND
- HABITAT — FISH & WILDLIFE HABITAT
- FLOOD PLAIN — FLOOD PLAIN
- OHW — ORDINARY HIGH WATER (OHW)
- STORM WATER
- USDA FOREST SERVICE LANDS
- WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

- ARCH — ARCHEOLOGICAL BOUNDARY
- HISTORIC DIST — HISTORIC DISTRICT BOUNDARY
- HISTORIC — HISTORIC AREA
- Ⓗ HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

- ROAD EDGE PAVEMENT
- ROAD EDGE GRAVEL
- DRIVEWAY EDGE
- DITCH
- FOUNDATION
- FENCE (EXISTING)
- FENCE WOOD POST
- FENCE STEEL POST
- GARDEN
- ROAD GUARDRAIL
- RAILROAD TRACKS
- CULVERT (EXISTING)
- STONE WALL
- WALL
- WOOD LINE
- BRUSH LINE
- HEDGE
- BODY OF WATER EDGE
- LEDGE EXPOSED

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j35llegend.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: M. LONGSTREET
CONVENTIONAL SYMBOLOGY LEGEND

PLOT DATE: 4-DEC-2024
DRAWN BY: M. LONGSTREET
CHECKED BY: M. LONGSTREET
SHEET 2 OF 8

STATE OF VERMONT
AGENCY OF TRANSPORTATION

RIGHT - OF - WAY DETAIL SHEET

4

TABLE OF PROPERTY ACQUISITION

PARCEL NO.	PROPERTY OWNER	ROW LAYOUT NO.	BEGINNING STATION	ENDING STATION	FEE ACQUISITION	REMAINDER	RIGHT			RECORDING DATA					REMARKS
					AREA±	AREA±	TYPE	T / P	AREA ±	TITLE	DATE	TOWN / CITY	BOOK	PAGE	
1	WELLS, MICHAEL J.	1	TH-282 91+81± RT	TH-282 93+22± RT			ALL R.T. & I.	P	2,817 SF						EXISTING EASEMENT RECORDED IN BOOK 998/199
			TH-282 91+78± RT	TH-282 91+91.18 RT			UTILITY	P	102 SF						
			TH-282 91+80± RT	TH-282 92+58 RT			CONSTRUCTION	T	194 SF						INCL. BF, PDF & EC
2	CATAMOUNT HOLDING CO.	1	TH-282 91+81± RT	TH-282 93+22.61 LT			HIGHWAY	P	0.18 A						8,008 SF±
			TH-282 92+90± LT	TH-282 93+03 LT			CONSTRUCTION	T	133 SF						INCL. BF, PDF & EC
			TH-282 92+99± LT	TH-282 93+24± LT			ACCESS	T	383 SF						
3	CHACE MILL PARKING LLC	1	855+06.66 RT	TH-282 92+90± LT			HIGHWAY	P	0.24 A						10,443 SF±
			TH-282 91+42.37 LT	TH-282 93+00± LT			CONSTRUCTION	T	0.17 A						INCL. BF, PDF & EC; 7,556 SF±
			TH-282 92+76 LT	TH-282 93+26± LT			ACCESS	T	3,514 SF						
4	CITY OF BURLINGTON	2	858+52± LT	858+99.62 LT			HIGHWAY	P	1,437 SF						
			858+49 LT	858+97± LT			CONSTRUCTION	T	0.10 A						INCL. BF, PDF & EC; 4,554 SF±
5	THE WOOLEN MILL ASSOCIATES	2	858+91± LT	859+33± LT	2,413 SF										
			858+97± LT	859+35.62 LT			HIGHWAY	P	1,083 SF						
			858+87± LT	860+25± LT			CONSTRUCTION	T	3,580 SF						INCL. BF, PDF & EC
			859+02 LT	860+92± LT			ACCESS	T	4,074 SF						
6	CITY OF WINOOSKI	2	859+33± LT	860+34.52 LT			HIGHWAY	P	2,269 SF						
			859+25± LT	860+33± LT			CONSTRUCTION	T	0.18 A						INCL. BF, PDF & EC; 7,723 SF±
7	CITY OF WINOOSKI	2	858+77± RT	860+81.86 RT			HIGHWAY	P	0.11 A						4,666 SF±
			858+95± RT	861+13 RT			CONSTRUCTION	T	0.36 A						INCL. BF, PDF & EC; 15,741 SF±
8	WINOOSKI HOTEL GROUP, LLC	2	860+11 RT	861+10 RT			CONSTRUCTION	T	0.18 A						INCL. BF, PDF & EC; 7,943 SF±
9	BURLINGTON ELECTRIC DEPARTMENT		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
10	BURLINGTON TELECOM		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
11	CITY OF BURLINGTON		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
12	CITY OF WINOOSKI		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
13	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
14	CONSOLIDATED COMUNICATIONS OF VERMONT COMPANY, LLC		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
15	FIRSTLIGHT FIBER, INC.		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
16	GREEN MOUNTAIN POWER CORPORATION		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
17	LUMEN TECHNOLOGIES		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
18	VERMONT GAS SYSTEMS, INC.		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.
19	VERMONT TELEPHONE COMPANY, INC.		855+06.66 RT	861+13 RT			ALL R. T. & I.								UTILITY EASEMENTS INSIDE R.O.W.

TABLE OF REVISIONS

REVISION NO.	ROW SET SHEET #	DESCRIPTION	DATE

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351detail.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: A. EGIZI
R.O.W. DETAIL SHEET

PLOT DATE: 4-DEC-2024
DRAWN BY: M. TROTTIER
CHECKED BY: A. PROULX
SHEET 3 OF 8

TABLE 1

A-B	N88°48'38"W, 31.98'
B-C	N05°47'20"E, 45.00'
C-D	N89°03'30"W, 31.99'
C-E	S05°47'20"W, 35.58'
E-F	N89°29'42"E, 28.51'
G-H	N89°57'48"E, 15.56'

THE WOOLEN MILL ASSOCIATES
5
ACCESS(T)
CONST(T)
CONST(T)
N/F 12 WEST CANAL STREET LLC
APPROX. EXISTING TOWN R.O.W.
858+91±
130.00' LT
N00°32'48"E
33.65'
859+25±
133.07' LT
CONST(T)
6
CITY OF WINOOSKI
N/F 8 MAIN LLC
N/F JLF LLC
CONST(T)
APPROX. EXISTING TOWN R.O.W.
N/F FARRELL VERMONT LLC
N/F 28 MAIN STREET WINOOSKI LLC
VT STATE PLANE GRID
N
4
CITY OF BURLINGTON
5
THE WOOLEN MILL ASSOCIATES
N89°03'30"W
68.24'
N89°29'42"E
71.51'
858+52±
62.00' LT
858+97±
62.00' LT
B
HWY(P)
C
HWY(P)
E
N05°47'20"E
51.16'
HWY(P)
N09°16'21"E
49.37'
G
860+33±
59.00' LT
859+32.50
62.00' LT
859+33±
62.00' LT
H
APPROX. EXISTING TOWN R.O.W.
858+54±
30.12' LT
N05°47'19"E
45.14'
A
D
N00°10'11"E
36.18'
F
N00°06'08"E
99.72'
860+34.52
43.52' LT
N67°54'57"E 101.27'
TIE LINE
858+99.62
30.12' LT
859+35.62
33.67' LT
858+00
859+00
860+00
861+00
S78°05'19"W 73.48'
TIE LINE
AER E
860+81.86
46.00' RT
858+77±
39.88' RT
L
N05°47'19"E
35.90'
HWY(P)
N00°32'49"E
45.86'
N09°09'43"E
87.21'
HWY(P)
I
J
859+85.72
56.50' RT
S00°26'38"E
96.71'
7
CITY OF WINOOSKI
S16°02'19"E
98.17'
HWY(P)
858+95±
93.00' RT
K
7
CITY OF WINOOSKI
8
WINOOSKI HOTEL GROUP, LLC
CONST(T)
APPROX. EXISTING TOWN R.O.W.
CONST(T)
CONST(T)
CONST(T)

TABLE 3

I-J	R=68.66', L=37.23' N13°52'51"E, 36.78'
K-L	61'± ALONG ORDINARY HIGH WATER TIE LINE S77°17'34"W, 56.02'

END R.O.W. PROJECT
BURLINGTON-WINOOSKI BF RAIZ(2)
STA. 861+13, 169.81' RT

SCALE 1" = 20'-0"
20 0 20

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

FOR R.O.W. USE ONLY

PROJECT NAME: BURLINGTON-WINOOSKI
PROJECT NUMBER: BF RAIZ(2)

FILE NAME: r22j351lay2.dgn
PROJECT LEADER: R. KLINEFELTER
DESIGNED BY: HNTB
R.O.W. LAYOUT SHEET 2

PLOT DATE: 4-DEC-2024
DRAWN BY: A. EGIZI
CHECKED BY: A. PROULX
SHEET 5 OF 8

Flags and Plaque to be Removed and Reset

CONCEPTUAL TEMPORARY CONSTRUCTION LIMITS (TYP)

THE WOOLEN MILL ASSOCIATES

5

ACCESS(T)

CONST(T)

N/F 12 WEST CANAL STREET LLC

N/F 8 MAIN LLC

N/F JLF LLC

N/F FARRELL VERMONT LLC

N/F 28 MAIN STREET WINOOSKI LLC

Note: The proposed work shown on this sheet is not complete and subject to minor changes. Park features, path alignment, and other details are not fully shown.

VT STATE PLANE GRID

N

4

CITY OF BURLINGTON

5

THE WOOLEN MILL ASSOCIATES

6

CITY OF WINOOSKI

W CANAL ST TO BURLINGTON

PROPOSED BRIDGE BOUNDARY

HWY(P)

MAIN ST (US ROUTE 7)

END APPROACH
STA 225+30
MATCH EXISTING

N00°39'22.42"E

224+00

225+00

226+00

223+00

222+00

7

CITY OF WINOOSKI

PROPOSED RETAINING WALL

8

WINOOSKI HOTEL GROUP, LLC

CITY OF WINOOSKI

PATH AND OVERLOOK RECONSTRUCTION, LAYOUT AND FINAL LIMITS T.B.D.

FERC BOUNDARY (TYP.)

END R.O.W. PROJECT
BURLINGTON-WINOOSKI BF RAIZ(2)
STA. 861+13, 169.81' RT

HNTB

PROJECT NAME:	BURLINGTON-WINOOSKI
PROJECT NUMBER:	STP 5000(29) & BF RAIZ(2)

FILE NAME: z22j351_bdr_ROW.dgn		PLOT DATE:	25-AUG-2025
PROJECT LEADER:	J. OLUND	DRAWN BY:	E. DAVIDSON
DESIGNED BY:	E. DAVIDSON	CHECKED BY:	S. SPEAR
LAYOUT SHEET		SHEET	1 OF 1

Note: The proposed work shown on this sheet is not complete and subject to minor changes. Park features, path alignment, and other details are not fully shown.

VT STATE PLANE GRID

N

Temporary Easement for Construction and Slope Grading

Permanent Easement

CONCEPTUAL TEMPORARY CONSTRUCTION LIMITS (TYP)

THE WOOLEN MILL ASSOCIATES (5)

CONST(T)

ACCESS(T)

N/F 12 WEST CANAL STREET LLC

CITY OF BURLINGTON (4)

THE WOOLEN MILL ASSOCIATES (5)

CITY OF WINOOSKI (6)

N/F 8 MAIN LLC

N/F JLF LLC

W CANAL ST TO BURLINGTON

N/F FARRELL VERMONT LLC

N/F 28 MAIN STREET WINOOSKI LLC

HWY(P)

PROPOSED BRIDGE BOUNDARY

MAIN ST (US ROUTE 7)

END APPROACH STA 225+30 MATCH EXISTING

N00°39'22.42"E

222+00

223+00

224+00

225+00

226+00

CITY OF WINOOSKI (7)

END APPROACH MATCH EXISTING

PROPOSED RETAINING WALL

WINOOSKI HOTEL GROUP, LLC (8)

CITY OF WINOOSKI (7)

PATH AND OVERLOOK RECONSTRUCTION, LAYOUT AND FINAL LIMITS T.B.D.

FERC BOUNDARY (TYP.)

END R.O.W. PROJECT
BURLINGTON-WINOOSKI BF RAIZ(2)
STA. 861+13, 169.81' RT

PROJECT NAME:	BURLINGTON-WINOOSKI
PROJECT NUMBER:	STP 5000(29) & BF RAIZ(2)

FILE NAME: z22j351_bdr_ROW.dgn		PLOT DATE:	25-AUG-2025
PROJECT LEADER:	J. OLUND	DRAWN BY:	E. DAVIDSON
DESIGNED BY:	E. DAVIDSON	CHECKED BY:	S. SPEAR
LAYOUT SHEET		SHEET	1 OF 1

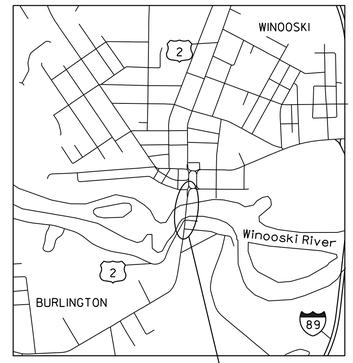
HNTB

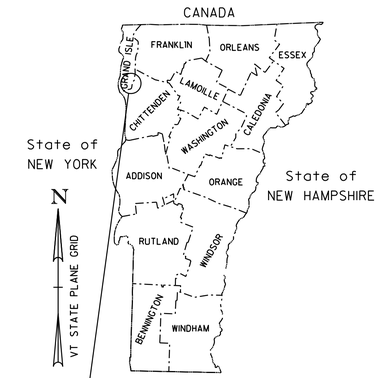
R. O. W. PLANS

INDEX OF SHEETS

1	TITLE
2	LEGEND
3-4	DETAILS
5-6	LAYOUTS
7-8	TIE SHEETS

STATE OF VERMONT
AGENCY OF TRANSPORTATION





BURLINGTON-WINOOSKI
STP 5000(29) & BF RAIZ(2)

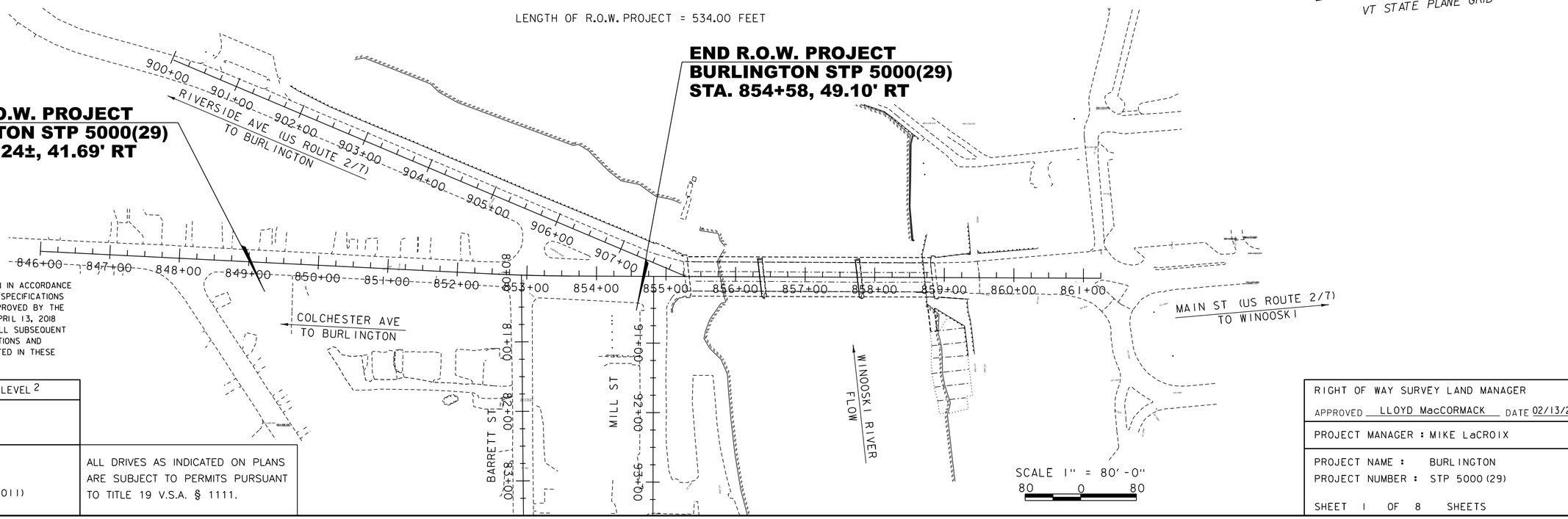
PROPOSED IMPROVEMENT
CITIES OF BURLINGTON AND WINOOSKI
COUNTY OF CHITTENDEN
COLCHESTER AVE & RIVERSIDE AVE
(US ROUTE 2 & 7) - PRINCIPAL ARTERIAL

BRIDGE NO: 150

PROJECT LOCATION: LOCATED IN THE COUNTY OF CHITTENDEN, IN THE CITIES OF BURLINGTON AND WINOOSKI, ON COLCHESTER AVE AND RIVERSIDE AVE (US ROUTES 2 AND 7). THE INTERSECTION AND THE BRIDGE ARE LOCATED APPROXIMATELY 1.2 MILES SOUTH OF THE JUNCTION WITH INTERSTATE 89, EXIT 16.

PROJECT DESCRIPTION: FULL REPLACEMENT OF THE EXISTING BRIDGE WITH ASSOCIATED ROADWAY AND CHANNEL WORK, RECONSTRUCTION OF THE INTERSECTION INCLUDING REALIGNMENT OF THE RIVERSIDE AVE APPROACH, INSTALLATION OF NEW TRAFFIC SIGNAL EQUIPMENT, CONSTRUCTION OF PEDESTRIAN AND BICYCLE FACILITIES, AND REPLACEMENT AND/OR RELOCATION OF DRAINAGE AND UTILITIES.

LENGTH OF R.O.W. PROJECT = 534.00 FEET



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON APRIL 13, 2018 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

QUALITY ASSURANCE PROGRAM : LEVEL 2	
SURVEYED BY :	VTRANS
SURVEYED DATE :	JUNE 2023
DATUM	
VERTICAL	NAVD 88
HORIZONTAL	NAD 83 (2011)

ALL DRIVES AS INDICATED ON PLANS ARE SUBJECT TO PERMITS PURSUANT TO TITLE 19 V.S.A. § 1111.

RIGHT OF WAY SURVEY LAND MANAGER

APPROVED LLOYD MacCORMACK DATE 02/13/2025

PROJECT MANAGER : MIKE LaCROIX

PROJECT NAME : BURLINGTON
PROJECT NUMBER : STP 5000(29)

SHEET 1 OF 8 SHEETS

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	BF	BARRIER FENCE
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	PDF	PROJECT DEMARCATION FENCE
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	R.T. & I.	RIGHT, TITLE, AND INTEREST
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⧈	BNDNS	BOUND TO BE SET
◎	IPNF	IRON PIN FOUND
●	IPNS	IRON PIN TO BE SET
☒	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
⌊LENGTH⌋		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADIUS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE
CB	CHORD BEARING

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

- UGU — UTILITY (GENERIC-UNKNOWN)
- UT — TELEPHONE
- UE — ELECTRIC
- UC — CABLE (TV)
- UEC — ELECTRIC+CABLE
- UET — ELECTRIC+TELEPHONE
- UCT — CABLE+TELEPHONE
- UECT — ELECTRIC+CABLE+TELEPHONE
- G — GAS LINE
- W — WATER LINE
- S — SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

- AGU — UTILITY (GENERIC-UNKNOWN)
- T — TELEPHONE
- E — ELECTRIC
- C — CABLE (TV)
- EC — ELECTRIC+CABLE
- ET — ELECTRIC+TELEPHONE
- AER E&T — ELECTRIC+TELEPHONE
- CT — CABLE+TELEPHONE
- ECT — ELECTRIC+CABLE+TELEPHONE
- UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

- CZ — CLEAR ZONE
- PLAN LAYOUT MATCHLINE

PROJECT CONSTRUCTION FEATURES

- TOP OF CUT SLOPE
- TOE OF FILL SLOPE
- STONE FILL
- BOTTOM OF DITCH ℄
- CULVERT PROPOSED
- STRUCTURE SUBSURFACE
- PDF — PDF — PROJECT DEMARCATION FENCE
- BF — BF — BARRIER FENCE
- TREE PROTECTION ZONE (TPZ)
- STRIPING LINE REMOVAL
- SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- TOWN LINE — TOWN BOUNDARY LINE
- COUNTY LINE — COUNTY BOUNDARY LINE
- STATE LINE — STATE BOUNDARY LINE
- PROPOSED STATE R.O.W. (LIMITED ACCESS)
- PROPOSED STATE R.O.W.
- STATE ROW (LIMITED ACCESS)
- STATE ROW
- TOWN ROW
- PERMANENT EASEMENT LINE (P)
- TEMPORARY EASEMENT LINE (T)
- SURVEY LINE
- P/L — PROPERTY LINE (P/L)
- SR SR SR — SLOPE RIGHTS
- 6f — 6f — 6F PROPERTY BOUNDARY
- 4f — 4f — 4F PROPERTY BOUNDARY
- HAZ — HAZ — HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- FILTER CURTAIN
- SILT FENCE
- SILT FENCE WOVEN WIRE
- CHECK DAM
- DISTURBED AREAS REQUIRING RE-VEGETATION
- EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

- WETLAND BOUNDARY
- RIPARIAN BUFFER ZONE
- WETLAND BUFFER ZONE
- SOIL TYPE BOUNDARY
- T&E — THREATENED & ENDANGERED SPECIES
- HAZ — HAZ — HAZARDOUS WASTE AREA
- AG — AGRICULTURAL LAND
- HABITAT — FISH & WILDLIFE HABITAT
- FLOOD PLAIN — FLOOD PLAIN
- OHW — ORDINARY HIGH WATER (OHW)
- STORM WATER
- USDA FOREST SERVICE LANDS
- WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

- ARCH — ARCHEOLOGICAL BOUNDARY
- HISTORIC DIST — HISTORIC DISTRICT BOUNDARY
- HISTORIC — HISTORIC AREA
- Ⓗ — HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

- ROAD EDGE PAVEMENT
- ROAD EDGE GRAVEL
- DRIVEWAY EDGE
- DITCH
- FOUNDATION
- FENCE (EXISTING)
- FENCE WOOD POST
- FENCE STEEL POST
- GARDEN
- ROAD GUARDRAIL
- RAILROAD TRACKS
- CULVERT (EXISTING)
- STONE WALL
- WALL
- WOOD LINE
- BRUSH LINE
- HEDGE
- BODY OF WATER EDGE
- LEDGE EXPOSED

PROJECT NAME:	BURLINGTON		
PROJECT NUMBER:	STP 5000(29)		
FILE NAME:	r21t471legend.dgn	PLOT DATE:	13-FEB-2025
PROJECT LEADER:	M. LaCROIX	DRAWN BY:	M. LONGSTREET
DESIGNED BY:	M. LONGSTREET	CHECKED BY:	M. LONGSTREET
CONVENTIONAL SYMBOLOGY LEGEND SHEET		SHEET	2 OF 8

STATE OF VERMONT
AGENCY OF TRANSPORTATION

RIGHT - OF - WAY DETAIL SHEET

5

TABLE OF PROPERTY ACQUISITION

PARCEL NO.	PROPERTY OWNER	ROW LAYOUT NO.	BEGINNING STATION	ENDING STATION	FEE ACQUISITION	REMAINDER	RIGHT			RECORDING DATA					REMARKS
					AREA±	AREA±	TYPE	T / P	AREA ±	TITLE	DATE	TOWN / CITY	BOOK	PAGE	
1	BENNETT, ISABELLA B.	1	849+77± LT	850+30± LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			849+77± LT	850+30± LT			CONSTRUCTION	T	312 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAY, YARD & WOODEN STAIRS
2	PAVELKA, RADIM	1	850+21± LT	850+71± LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+29± LT	850+71± LT			CONSTRUCTION	T	238 SF						INCL. EC & RESTORATION OF DRIVEWAY & WOODEN WALL
3	454 COLCHESTER, LLC	1	850+42± LT	851+43± LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+70± LT	851+43± LT			CONSTRUCTION	T	579 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAY, YARD & SEPARATION WALL
			850+94 LT				REMOVE & RESET	T							MAILBOX
4	TORNEY, DONNA & IAN	1	TH-4 904+43.82 RT	TH-4 905+41.45 RT			HIGHWAY	P	1,553 SF						
			TH-4 903+79± RT	TH-4 905+41.45 RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			TH-4 903+79± RT	852+21.08 LT			CONSTRUCTION	T	1,555 SF						INCL. EC & RESTORATION OF DRIVEWAY, WALKWAYS & YARD
5	CITY OF BURLINGTON	1	TH-4 902+70± LT	TH-4 907+70.45 LT			HIGHWAY	P	0.27 A						11,772 SF±
			TH-4 902+70± LT	TH-4 907+70.45 LT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			TH-4 907+31 LT	TH-4 907+69.97 LT			CONSTRUCTION	T	1,166 SF						INCL. EC
6	445 COLCHESTER PROPERTY LLC	2	849+20± RT	849+70± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			849+24± RT	849+69± RT			CONSTRUCTION	T	714 SF						INCL. EC & RESTORATION OF WALKWAY, YARD & CONCRETE WALL
7	449 COLCHESTER AVE., LLC	2	849+65± RT	850+14± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			849+65± RT	850+14± RT			CONSTRUCTION	T	924 SF						INCL. EC & RESTORATION OF DRIVEWAY & STAIRS
			849+80.55 RT	850+14± RT			INSTALL & MAINTAIN	P	105 SF						RETAINING WALL & STAIRS WITHIN WALL
8	OREN, DANIEL K. & IBARRA, MILAGROS T.	2	850+03± RT	850+75± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+13± RT	850+75± RT			CONSTRUCTION	T	607 SF						INCL. EC & RESTORATION OF YARD
			850+13± RT	850+75± RT			INSTALL & MAINTAIN	P	720 SF						RETAINING WALL & STAIRS WITHIN WALL
			850+40± RT	850+75± RT			DRIVE	T	334 SF						PAVED
			850+40± RT	850+75± RT			UTILITY	P	334 SF						
9	GUILD4 PROPERTIES, LLC	2	850+75± RT	851+24± RT			DISCONNECT & CONNECT	T							UTILITY CONNECTIONS
			850+75± RT	851+23± RT			INSTALL & MAINTAIN	P	500 SF						RETAINING WALL & STAIRS WITHIN WALL
			850+75± RT	851+24± RT			UTILITY	P	535 SF						
			850+75± RT	851+24± RT			DRIVE	T	535 SF						PAVED
			851+00 RT	851+23± RT			CONSTRUCTION	T	172 SF						INCL. EC & RESTORATION OF WALKWAY & YARD

TABLE OF REVISIONS

REVISION NO.	ROW SET SHEET #	DESCRIPTION	DATE

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r2lt47ldetail.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: A. EGIZI
R.O.W. DETAIL SHEET 1

PLOT DATE: 16-JUL-2025
DRAWN BY: M. TROTTIER
CHECKED BY: A. PROULX
SHEET 3 OF 8

N

VT STATE PLANE GRID

N = 725037.746
E = 1460902.917
STA 901+75.00, 27.68' LT

N61°32'25"W
7.00'

N28°27'30"E
95.45'

902+70±
35.00' LT

902+70±
27.67' LT

HWY(P) N28°27'21"E
129.55'

N61°32'41"W
11.00'

904+00.00
46.00' LT

904+00.00
35.00' LT

N28°27'21"E
145.00'

HWY(P)

905+45.00
93.00' LT

N28°27'21"E
38.00'

905+83.00
93.00' LT

905+45.00
46.00' LT

N61°32'41"W
47.00'

S61°32'41"E
35.00'

905+83.00
58.00' LT

N28°27'30"E
500.00'

HWY(P)

N28°27'21"E
186.97'

907+69.97
58.00' LT

CONST(T)

S62°26'41"E
30.35'

N28°27'30"E
17.59'

907+70.45
27.65' LT

5
CITY OF BURLINGTON
D&C(T)

APPROX. EXISTING TOWN R.O.W.

N28°27'19"E
904+00

903+00

902+00

906+00

907+00

905+00

S28°39'41"W
268.82'

APPROX. EXISTING TOWN R.O.W.

904+43.82
39.59' RT

CONST(T)

N39°55'06"E
45.92'

904+88.83
48.72' RT

S28°39'41"W
88.29'

S84°58'27"E
30.06'

905+32.10
39.91' RT

HWY(P)

HWY(P)

N08°25'09"E
43.29'

852+21.08
41.09' LT

905+41.45
61.47' RT

CONST(T)

EXISTING
VEHICULAR R.O.W
260/331

CONST(T)

CONST(T)

CONST(T)

CONST(T)

N08°25'09"E
296.08'

R&R(T)

APPROX. EXISTING TOWN R.O.W.

N = 724981.731
E = 1461106.210
STA 849+25.00, 41.11' LT

N08°24'59.18"E

849+00

850+00

851+00

852+00

853+00

854+00

855+00

908+00

90+00

80+00

12" CMP

18" CLAY

30" CIPP

12" PVC

30" PVC

12" CONC

CONTROL VAULT

2
PAVELKA,
RADIM
D&C(T)

3
454
COLCHESTER, LLC
D&C(T)

4
TORNEY,
DONNA & IAN
D&C(T)

1
BENNETT,
ISABELLA B.
D&C(T)

N/F
VERMONT
GAS
SYSTEMS INC

N/F
LY, MICHAEL;
LY, SHANNON

P L

AER E&T

UE

UT

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

FOR R.O.W.
USE ONLY

0 20 40
SCALE IN FEET

PROJECT NAME: BURLINGTON
PROJECT NUMBER: STP 5000(29)

FILE NAME: r21t471lay1.dgn
PROJECT LEADER: M. LaCROIX
DESIGNED BY: HNTB
R.O.W. LAYOUT SHEET 1

PLOT DATE: 13-FEB-2025
DRAWN BY: A. EGIZI
CHECKED BY: A. PROULX
SHEET 5 OF 8

VERMONT
AGENCY OF TRANSPORTATION

RIGHT-OF-WAY
WAIVER VALUATION ESTIMATE FORM

PARCEL DATA

Project / PIN	Burlington-Winooski BF RAIZ(2) / 22j351		
Property Owner(s)	City of Burlington		
Property Location	1 Winooski River, Winooski, VT	**Parcel No.**	4

This is a waiver valuation estimate as defined in 49 CFR Part 24.2(a). Per this definition, a waiver valuation is not an appraisal. This form is intended to comply with the acquisition policy as described in 49 CFR Part 24 102(c)(2)(ii). Per this regulation, the property owner has the option of requesting an appraisal from the Agency if the waiver valuation exceeds $15,000.

__ Land value taken from town assessment card.
__ Additional data attached.
__ Comparable sales:
_x_ Minimum valuation (no sales data necessary)

DESCRIPTION OF ACQUISITION

The subject property is an irregularly shaped 4.28-acre parcel along the Winooski River that is used as a hydro-electric station and is part of the Winooski River Walk. The main impact to the property is a highway easement along the frontage of the lot and a temporary construction easement which includes a barrier fence, a project demarcation fence and erosion control. The construction season is three years.

BASIS OF VALUATION

All Right, Title & Interest*	Acre(s)	SF				Total	Rounded
						$ -	$ -
						$ -	$ -
					All Right, Title & Interest Total =		$ -

Land Acquisition	SF	$ / SF				Total	Rounded
						$ -	$ -
						$ -	$ -
					Land Acquisition Total =		$ -

Permanent Right(s)	SF	$ / SF	% of fee			Total	Rounded
Highway	1,437	Nominal Assignment of Value				$ 500	$ 500
						$ -	$ -
					Permanent Rights Total =		$ 500

Temporary Right(s)	SF	$ / SF	% of fee	# of year(s)		Total	Rounded
Construction (0.10 A)	4,554	Nominal Assignment of Value				$ 500	$ 500
						$ -	$ -
					Temporary Rights Total =		$ 500

Cost to Cure Item(s)			$ -
		Grand Total Rounded =	**$ 1,000**

NOTES

Generally, Nominal Assignments of Value are given to items without a square footage or rights that do not have a negative impact on the property. There is no assessed value for the property as it is owned by the City of Burlington and is tax exempt. The project will have minimal negative impact to the property and a Nominal Assignment of Value was deemed appropriate.

CERTIFICATION

I hereby certify that this waiver was prepared in conformity with the Uniform Act, appropriate State laws, regulations, policies and procedures. I certify that due diligence was made regarding the subject property of this valuation, to provide an accurate estimate based on all relevant data available for the property. I likewise affirm that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Effective Date	December 26, 2024	**Waiver Preparer**	
Date of Report	December 26, 2024	**Printed Name**	Gosia Carr

VERMONT
AGENCY OF TRANSPORTATION

RIGHT-OF-WAY
WAIVER VALUATION ESTIMATE FORM

PARCEL DATA

Project / PIN	Burlington STP 5000(29) / 21t471		
Property Owner(s)	City of Burlington		
Property Location	1 Riverside Ave, Burlington, VT	**Parcel No.**	5

This is a waiver valuation estimate as defined in 49 CFR Part 24.2(a). Per this definition, a waiver valuation is not an appraisal. This form is intended to comply with the acquisition policy as described in 49 CFR Part 24 102(c)(2)(ii). Per this regulation, the property owner has the option of requesting an appraisal from the Agency if the waiver valuation exceeds $15,000.

_x_ Land value taken from town assessment card.
__ Additional data attached.
__ Comparable sales:
__ Minimum valuation (no sales data necessary)

DESCRIPTION OF ACQUISITION

The subject property is 1.16-acre vacant lot owned by the City of Burlington. The lot is low-utility sloping land that backs to the Winooski River. The main impact to the lot is a permanent 0.27-acre highway easement along the frontage of the lot. There is a temporary disconnect & connect utility easement and a temporary construction easement that includes erosion control. The construction season is three years.

BASIS OF VALUATION

Lot Size	Assessed LV	CLA	CLA Adj. LV	$/Acre	$/SF	Rounded
1.16	$ 26,100	0.8176	$ 31,923	$27,520	$0.63	$0.63

All Right, Title & Interest*	Acre(s)	SF				Total	Rounded
						$ -	$ -
						$ -	$ -
					All Right, Title & Interest Total =		$ -

Land Acquisition	SF	$ / SF				Total	Rounded
						$ -	$ -
					Land Acquisition Total =		$ -

Permanent Right(s)	SF	$ / SF	% of fee			Total	Rounded
Highway (0.27 A)	11,772	$0.63	95%			$ 7,046	$ 7,100
					Permanent Rights Total =		$ 7,100

Temporary Right(s)	SF	$ / SF	% of fee	# of year(s)		Total	Rounded
Disconnect & Connect		Nominal Assignment of Value				$ 100	$ 100
Construction	1,166	$0.63	10%	3		$ 220	$ 300
						$ -	$ -
						$ -	$ -
					Temporary Rights Total =		$ 400

Cost to Cure Item(s)							$ -
						Grand Total Rounded =	**$ 7,500**

NOTES

The current CLA of 81.76% would increase the assessed value from $26,100 to $31,923. Nominal Assignments of Value are given to items without a square footage or rights that do not have a negative impact on the property.

CERTIFICATION

I hereby certify that this waiver was prepared in conformity with the Uniform Act, appropriate State laws, regulations, policies and procedures. I certify that due diligence was made regarding the subject property of this valuation, to provide an accurate estimate based on all relevant data available for the property. I likewise affirm that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Effective Date	July 23, 2025	**Waiver Preparer**	
Date of Report	July 23, 2025	**Printed Name**	Gosia Carr

CITY OF WINOOKSI

QUIT-CLAIM DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, the City of Burlington, a Vermont Municipal Corporation, in the County of Chittenden and State of Vermont, hereinafter referred to as "Grantor", in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to its full satisfaction by the City of Winooski, a Vermont Municipal Corporation, with its situs in the County of Chittenden and State of Vermont, Grantee, has REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the City of Winooski, and its successors and assigns, all right, title and interest which the City of Burlington, has in, and to, certain easements and/or rights therein located in the City of Winooski, in the County of Chittenden and State of Vermont described as follows, viz:

Being part of the same land and premises conveyed to the City of Burlington, by the Warranty Deed of Green Mountain Power Corporation, dated January 20, 1998, and recorded in Book 69, Page 65 of the City of Winooski land records being more particularly described as follows:

Being Parcel #4, consisting of easements and rights therein as shown on Right of Way Detail Sheet 1 and Layout Sheet 2 of the plans of Transportation Project Burlington-Winooski BF RAIZ(2), ("the Transportation Project"), to be recorded in the office of the Clerk of the City of Winooski.

In connection with the above parcel the following easements and/or rights are conveyed:

A permanent easement for constructing, maintaining, and servicing a highway and all improvements and appurtenances thereto in an area of 1,437 square feet, more or less, left of and between approximate stations 858+52± and 858+99.62 of the established centerline of the Transportation Project.

A temporary easement, during the period of construction, to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install barrier fence, project demarcation fence and erosion control barriers, together with the right to keep the erosion control barriers clear of debris and functioning properly throughout project construction, as necessary and as noted on the Transportation Project plans, and undertake general construction functions in an area of 0.10 acres (4,554 square feet), more or less, left of and between approximate stations 858+49 and 858+97 of the established centerline of the Transportation Project.

The rights and interests conveyed hereby are granted AS-IS, WITH ALL FAULTS. Any use of land within the permanent and temporary easements shall comply with the current terms and conditions in Article 417 of the City of Burlington's FERC license.

The easements and/or rights to be conveyed herein may also be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the City of Winooski land records.

Any permanent easement conveyed herein includes the right for Grantee and its successors and assigns, in its or their sole discretion, as may be needed for transportation purposes, to construct, inspect, maintain, reconstruct, and replace all project-related improvements located within the permanent easement area.

TO HAVE AND TO HOLD, all of the City of Burlington's right and title in and to the quit-claimed rights and easements, with the appurtenances thereof, to the City of Winooski, and its successors and assigns forever.

AND FURTHERMORE, it, the City of Burlington, does for itself and its successors and assigns covenant with the City of Winooski, its successors and assigns, that from and after the ensealing of these presents it, the City of Burlington will have and claim no right in, or to, the said quit-claimed easements.

IN WITNESS WHEREOF, the City of Burlington, has caused its name to be hereunto subscribed at _____, in the County of Chittenden and State of Vermont, on this, the ____ day of_____, 2026, by the hand of _____, its duly authorized agent.

CITY OF BURLINGTON

By:_____

Its:_____
and duly authorized agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, on this, the _____day of_____, 2026, personally appeared _____ and acknowledged this instrument, by them as_____ of the City of Burlington, to be their free act and deed and the free act and deed of the City of Burlington.

Before me,

_____
Signature of Notary Public

_____
Print name of Notary Public
Commission No. _____
(My commission expires _____)

CITY OF BURLINGTON

QUIT-CLAIM DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, the City of Burlington, a Vermont Municipal Corporation, in the County of Chittenden and State of Vermont, hereinafter referred to as "Grantor", in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to its full satisfaction by the City of Burlington, a Vermont Municipal Corporation, with its situs in the County of Chittenden and State of Vermont Grantee, has REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the City of Burlington, and its successors and assigns, all right, title and interest which the City of Burlington, has in, and to, certain easements and/or rights therein located in the City of Burlington, in the County of Chittenden and State of Vermont described as follows, viz:

Being part of the same land and premises conveyed to the City of Burlington by the Warranty Deed of Green Mountain Power Corporation, dated January 20, 1988, and recorded in Book 375, Page 678 of the City of Burlington land records being more particularly described as follows:

Being Parcel #5, consisting of easements and rights therein as shown on Right of Way Detail Sheet 1 and Layout Sheet 2 of the plans of Transportation Project Burlington STP 5000(29), ("the Transportation Project"), to be recorded in the office of the Clerk of the City of Burlington.

In connection with the above parcel the following easements and/or rights are conveyed:

A permanent easement for constructing, maintaining, and servicing a highway and all improvements and appurtenances thereto in an area of 0.27 acres (11,772 square feet), more or less, left of and between approximate stations 902+70± and 907+70.45 of the TH-4 centerline of the Transportation Project.

A temporary easement to enter upon the land of the Grantor, during the period of construction, to disconnect and connect utility connections, left of and between approximate stations 902+70± and 907+70.45 of the TH-4 centerline of the Transportation Project.

A temporary easement, during the period of construction, to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install erosion control barriers, together with the right to keep the erosion control barriers clear of debris and functioning properly throughout project construction, as necessary and as noted on the Transportation Project plans, and undertake general construction functions in an area of 1,166 square feet, more or less, left of and between approximate stations 907+31 and 907+69.97 of the TH-4 centerline of the Transportation Project.

The easements and/or rights to be conveyed herein may also be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the City of Burlington land records.

3Any permanent easement conveyed herein includes the right for Grantee and its successors and assigns, in its or their sole discretion, as may be needed for transportation purposes, to construct, inspect, maintain, reconstruct, and replace all project-related improvements located within the permanent easement area.

TO HAVE AND TO HOLD, all of the City of Burlington's right and title in and to the quit-claimed rights and easements, with the appurtenances thereof, to the City of Burlington, and its successors and assigns forever.

AND FURTHERMORE, it, the City of Burlington, does for itself and its successors and assigns covenant with the City of Burlington, its successors and assigns, that from and after the ensealing of these presents it, the City of Burlington will have and claim no right in, or to, the said quit-claimed easements.

IN WITNESS WHEREOF, the City of Burlington, has caused its name to be hereunto subscribed at _____, in the County of Chittenden and State of Vermont, on this, the ____ day of_____, 2025, by the hand of _____, its duly authorized agent.

CITY OF BURLINGTON

By:_____

Its:_____
and duly authorized agent

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

At _____, on this, the _____day of_____, 2025, personally appeared _____
and acknowledged this instrument, by them as_____
of the City of Burlington, to be their free act and deed and the free act and deed of the City of Burlington.

Before me,

_____
Signature of Notary Public

_____
Print name of Notary Public
Commission No. _____
(My commission expires _____)

BURLINGTON-WINOOSKI BF RAIZ(2)
BURLINGTON STP 5000 (29)

ALIGNMENT SHIFT - CURVED 1 CONCEPT

* THE IMAGES SHOWN REFLECT CONCEPTUAL BRIDGE AND INTERSECTION LAYOUTS AND ARE INTENDED FOR COMPARISON BETWEEN ALTERNATIVES. FEATURES SUCH AS LANDSCAPING, PARK RESTORATION, STRIPING AND SIGNAGE FOR BIKE AND PEDESTRIAN FACILITIES, LIGHTING AND RAILINGS, AND WALL FINISHES ARE NOT FINAL AND/OR ARE NOT SHOWN.

BURLINGTON-WINOOSKI BF RAIZ(2)
BURLINGTON STP 5000 (29)

ALIGNMENT SHIFT - CURVED 1 CONCEPT

* THE IMAGES SHOWN REFLECT CONCEPTUAL BRIDGE AND INTERSECTION LAYOUTS AND ARE INTENDED FOR COMPARISON BETWEEN ALTERNATIVES. FEATURES SUCH AS LANDSCAPING, PARK RESTORATION, STRIPING AND SIGNAGE FOR BIKE AND PEDESTRIAN FACILITIES, LIGHTING AND RAILINGS, AND WALL FINISHES ARE NOT FINAL AND/OR ARE NOT SHOWN.

BURLINGTON-WINOOSKI BF RAIZ(2)
BURLINGTON STP 5000 (29)

ALIGNMENT SHIFT CONCEPTS

* THE IMAGES SHOWN REFLECT CONCEPTUAL BRIDGE AND INTERSECTION LAYOUTS AND ARE INTENDED FOR COMPARISON BETWEEN ALTERNATIVES. FEATURES SUCH AS LANDSCAPING, PARK RESTORATION, STRIPING AND SIGNAGE FOR BIKE AND PEDESTRIAN FACILITIES, LIGHTING AND RAILINGS, AND WALL FINISHES ARE NOT FINAL AND/OR ARE NOT SHOWN.

BURLINGTON-WINOOSKI BF RAIZ(2)
BURLINGTON STP 5000 (29)

ALIGNMENT SHIFT - CURVED 1 CONCEPT

* THE IMAGES SHOWN REFLECT CONCEPTUAL BRIDGE AND INTERSECTION LAYOUTS AND ARE INTENDED FOR COMPARISON BETWEEN ALTERNATIVES. FEATURES SUCH AS LANDSCAPING, PARK RESTORATION, STRIPING AND SIGNAGE FOR BIKE AND PEDESTRIAN FACILITIES, LIGHTING AND RAILINGS, AND WALL FINISHES ARE NOT FINAL AND/OR ARE NOT SHOWN.

RESOLUTION 5.03

Sponsor(s): Councilors Shannon, Bushor, Knodell: Bd. of Finance

Introduced: 1/13/2014

Referred to:

Action: Adopted

Date: 01/13/14

Signed by Mayor: 01/20/14

Resolution Relating to

AUTHORIZATION FOR BURLINGTON ELECTRIC DEPARTMENT TO PURCHASE THE WINOOSKI ONE HYDROELECTRIC GENERATING FACILITY AND TO PLACE REFERENDUM FOR ISSUANCE OF REVENUE BONDS ON THE BALLOT OF THE 2014 ANNUAL MEETING

CITY OF BURLINGTON

In the year Two Thousand Fourteen.....

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

That WHEREAS, in September 2012, the City Council passed a Resolution by which it authorized Burlington Electric Department ("BED") to issue written notice to Winooski One Partnership ("WOP") of its intent to exercise its option to purchase the hydroelectric generating facility spanning the Winooski River between the Cities of Winooski and Burlington ("Facility") at "fair market value" pursuant to the terms of an Amended and Restated Agreement between the parties dated December 12, 1991 ("Agreement"), and to make a deposit of one hundred thousand dollars ($100,000) pursuant to the terms of the Agreement; and

WHEREAS, pursuant to the City Council Resolution, BED timely sent WOP written notice of its intent to exercise its option to purchase the Facility, and deposited one hundred thousand dollars ($100,000) in an interest-bearing account; and

WHEREAS, when the parties were unable to agree on the Facility's fair market value, WOP and BED submitted the question to a panel of three arbitrators for determination pursuant to the Agreement; and

WHEREAS, on December 10, 2013, the Final Award of Arbitrators was issued establishing a fair market value for the Facility of Sixteen Million Dollars ($16,000,000); and

Resolution Relating to
AUTHORIZATION FOR BURLINGTON ELECTRIC DEPARTMENT TO PURCHASE THE WINOOSKI ONE HYDROELECTRIC GENERATING FACILITY AND TO PLACE REFERENDUM FOR ISSUANCE OF REVENUE BONDS ON THE BALLOT OF THE 2014 ANNUAL MEETING

WHEREAS, BED staff has determined that purchase of the Facility for $16,000,000, plus the cost of bond issuance and the establishment of a debt service reserve fund, estimated at Two Million Dollars ($2,000,000), would be beneficial to City of Burlington ratepayers; and

WHEREAS, BED staff has further determined that its cash reserves are such that it can accomplish the purchase by limiting the issuance of bonds to Twelve Million Dollars ($12,000,000); and

WHEREAS, at its regular meeting on December 11, 2013, the Board of Electric Commissioners voted to approve BED's purchase of the Facility for $16,000,000, and to proceed before the Board of Finance and the City Council for approval of the purchase;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington that BED is hereby authorized to take all actions necessary to purchase the Facility pursuant to the terms of the Agreement; and

BE IT FURTHER RESOLVED by the City Council that the following referendum question be placed upon the ballot of the Annual City Meeting to be held March 4, 2014:

REFERENDUM - ISSUANCE OF REVENUE BONDS FOR THE PURCHASE OF THE WINOOSKI ONE HYDROELECTRIC FACILITY

"Shall the City Council be authorized to issue revenue bonds or notes in one or more series pursuant to the City Charter on behalf of the Electric Light Department in an amount not to exceed $12,000,000, payable from the revenues derived from the electric system, for the acquisition of the Winooski One Hydroelectric Facility, including the cost of bond issuance and the establishment of any debt service reserve fund?"

* * * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

BED
Ken Nolan

RESOLUTION RELATING TO

Authorization for Burlington Electric Department to Purchase The Winooski One Hydroelectric Generating Facility and to Place Referendum for Issuance of Revenue Bonds on the Ballot Of The 2014 Annual Meeting

Adopted by the City Council

January 13th, 2014

..... Clerk

Approved January 20, 2014

..... Mayor

Vol. ..... Page .....

Attest:

Lori Olberg
Licensing, Voting & Records Coordinator

* * * * * * * * * * * * * *

STATE OF VERMONT

CHITTENDEN COUNTY, ss.

I, ACAO Schrader City Clerk of the City of Burlington within said County and State, and having by law the custody of the seal, records and files of said City, do hereby certify that I have compared the foregoing copy of Resolution Relating to Authorization for Burlington Electric Department to Purchase The Winooski One Hydroelectric Generating Facility and to Place Referendum for Issuance of Revenue Bonds on the Ballot of The 2014 Annual Meeting, as duly warned and adopted,

with the original record thereof now being and remaining in this office, and that the same is a true and correct transcript therefrom, and of the whole and every part thereof.

IN TESTIMONY WHEREOF, I hereunto affix the seal of said City and subscribe my name, at Burlington in said County and State, this 26th day of August, 20 14

ACAO
City Clerk

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW Technical Services Submitter: Madeline Suender

Title/Subject: Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside City Parcel Easements

Approval Requested:		Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	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	2/25/2026	C. Spencer
Mayor's Office	Yes	2/26/2026	K. Alnasrawi
Board/Commission	N/A	2/19/2026	TEUC – Informational
City Attorney's Office for memo and contracts or legal documents	Yes	2/23/2026	E. Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/23/2026	E. Ramakrishnan
CAO for budget, financing, and memo	Yes	2/26/2026	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.

To: Burlington Board of Finance and Burlington City Council
From: Will Clavelle, Interim Director, CEDO
CC: Johanna Schneider, Small Business Support Specialist, CEDO

Re: Lease of 339 Pine Street to ReSOURCE

Background:

The City of Burlington has leased the property at 339 Pine Street to ReSOURCE, a non-profit operating a reuse program, since 2001. Over the past decades, in addition to the important community benefit they provide in the reuse center, ReSOURCE has also increased their programs at 339 Pine to include many valuable workforce training programs, including Youth Build, and those in partnership with CEDO for the RAISE 2023 grant, including Construction 101, Weatherization, HVAC, Heat Pump, and Forklift Certification.

Historically the lease of 339 Pine Street to ReSOURCE did not include any rent payment as the building condition is very poor and as per their lease agreement, they were responsible for all maintenance, improvements, and capital repairs. Over the course of their time at 339 Pine, ReSOURCE has made significant improvements to the building, including electrical upgrades, lights, and replacement of windows, and doors. In total, they have well invested over $300,000 in maintaining and improving the building structure.

ReSOURCE's most recent lease term ended in July 2023, and they became a holdover tenant under the same terms in a month-to-month lease. In November 2025 the management of this lease was transferred from the Department of Public Works to CEDO. ReSOURCE requested a new, longer-term lease, as substantial repairs are needed to the roof, as well as the need for an additional bathroom, heat source, insulation, and doors to fit up space for their Youth Build programs. ReSOURCE will need to invest over $85,000 in the coming year.

In consideration of the important community benefit provided by ReSOURCE, as well as the significant investments they have made and will need to make to the property, CEDO proposes a new five-year lease with a monthly rent of $1,000 be executed with them. Similar to past leases, all capital repairs, improvements and general maintenance will continue to be the responsibility of the lessee while a new rent fee will contribute to covering the cost of CEDO employee time spent managing city leases.

Recommendation:

It is recommended that the lease is approved as is.

Additional Documents

Draft Lease Agreement

Board of Finance Motion:
To approve the lease of 339 Pine Street to ReSOURCE, subject to final review and approval by the City Attorney's office.

City Council Motion:
To approve the lease of 339 Pine Street to ReSOURCE, subject to final review and approval by the Board of Finance and the City Attorney's office.

CITY OF BURLINGTON
DRAFT LEASE AGREEMENT
WITH
ReSOURCE

This Lease Agreement ("Lease") is entered into by and between the City of Burlington, acting by and through the Community and Economic Development Office ("City"), and Lessee, ReSOURCE ("Lessee"), a Vermont non-profit enterprise in the State of Vermont with a principal place of business at 329 Harvest Lane, Suite 200, Williston, VT 05495. The City and Lessee agree to the terms and conditions of this Lease.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Lease shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Lease before the Effective Date and unless otherwise agreed to in writing, shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Lease.

2. RECITALS

A. Authority. Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

C. Purpose. The City owns the property known as the City Garage located at 339 Pine Street in Burlington, Vermont (hereafter the "Premises"). The City and Lessee wish to enter into an agreement leasing certain portions of the premises to Lessee to further and carry out the purposes of the operation of a Reuse Enterprise. This Lease establishes the conditions and terms of Lessee's use of the Leased Premises.

D. References. All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

3. DEFINITIONS

A. "Leased Premises" means the City-owned building and ground space known and numbered as 339 Pine Street in Burlington, Vermont, which consists of approximately 9,200 square feet of building space. A description and map of the Leased Premises are included as Attachment A.

B. "Effective Date" means the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease.

C. "Hazardous Substance" means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or

physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

D. "Lease" means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.

E. "Party" means the City or Lessee and "Parties" means the City and Lessee.

F. "Termination Event" means any event described in Section 16.B.i. (Termination by the City – Breach)

4. TERM AND RENEWAL TERM(S)

A. Initial Term. This Lease and the Parties' respective performance shall commence on the Effective Date and expire on March 31, 2031.

5. LEASE—USES AND PURPOSES

The City hereby leases to Lessee for its exclusive use the right to access and occupy the Leased Premises, subject to the terms of this Lease and the following conditions:

A. Use. Unless otherwise approved in writing by the City, Lessee shall use and occupy the Leased Premises as depicted in Attachment A, to maintain and operate a "Re-Use Zone" and agrees to the following operational terms:

a. Lessee staff will decide which items are acceptable for donation, and deemed reusable;
b. Lessee will continue to track, and provide quarterly updates to Lessor of materials diverted from the landfill through the Re-Use Zone;
c. Lessee will provide, and maintain signage directing customers to the Re-Use area within their facility;
d. Lessor will provide signage to direct customers to the Re-Use Zone outside of the facility attached to the fence located at the entrance to CSWD's Burlington Drop Off Center;
e. Lessee will have full use of the storage shed located to the West of the building in the fenced in area to store materials that need to be kept out of the elements, e.g. lumber, toilets etc.; and
f. Lessee will provide a lock for the access gate to the storage area/shed, and Lessor will receive a key for that lock to maintain access to the storage area/shed.
g. Lessee shall use the Premises in such a manner as to not impair the operation of Chittenden Solid Waste Facility, Burlington City Arts authorized artist space, or any other use or operation authorized by the City of Burlington on the Premises including but not limited to the use associated with the construction of the Southern Connector and the Grant of Environmental Restrictions and Right of Access.
h. Lessee acknowledges, accepts, and agrees that some or all of the Premises, including the

Premises may be needed for the Champlain Parkway Project, the Rail yard Enterprise Project, or some other municipal development project or need, and that in such circumstance, Lessor may limit Lessee's use or occupancy of Premises according to Sections I. B. and 3. B. In such circumstance, Lessee agrees to waive any right to quiet enjoyment of affected Premises. Lessor agrees to make a good faith effort to minimize any such limitation of use or occupancy of premises.

i. The parties acknowledge that an environmental easement encumbers the Premises, restricting uses and activities and requiring that a right to access the Premises at all reasonable times be given to the State of Vermont Agency of Natural Resources and the United States Environmental Protection Agency for the purpose of conducting the activities related to the Consent Decree filed in connection with the Record of Decision for the Pine Street Canal Superfund Site in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al. with a portion of such easement attached to this agreement for the convenience of the Parties as **Attachment B**

j. Lessee acknowledges that because some or all of the Premises may be needed for the construction of the highway project formerly known as the Southern Connector and now known as the "Champlain Parkway" or for the project known as the Railyard Enterprise Project or to be used for some other City development project or need, Lessor cannot unconditionally commit to either a long term lease or unfettered access to the outside area of the Premises currently used by Lessee for parking, storage, and associated operational uses and needs; and

B. Upkeep and Utilities. Lessee shall furnish to the Leased Premises and pay all charges for telephone service, sewage service, stormwater, trash and/or hazardous waste removal, janitorial service, water, electric power, heat, gas, air conditioning and other utilities of every kind.

C. Condition. Lessee shall keep and maintain all parts of the Leased Premises—including related and associated appurtenances—in good condition and in a clean, orderly and sanitary manner during the term of this Lease. Such actions include but are not limited to: painting, lighting, removal of ground side snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, and utility services.

D. Damage. Lessee shall be responsible to Lessor for damage caused to the Premises by the acts or omissions of its officers, agents, servants, employees, contractors, guests, or invitees.

E. This Agreement incorporates by reference the terms of the environmental Easement and§ IX of the Consent Decree entered on February 11, 2000 in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al, Civil Action No. 1 :99-CV-366 (D. Vt.). The permitted use of the Premises is encumbered by such terms and conditions related to the rights of access to and use restrictions on the Premises necessary to implement the Record of Decision for the purposes of protecting human health and the environment. The Grant of Environmental Restrictions and Right of Access is recorded in the Burlington Land Records in volume 877 pages 29-75. Pages 27-40 are attached hereto for the Parties' convenience. Lessee shall permit access to the Premises as set forth in the Grant and shall not perform any activities or uses which violate one or more of the conditions set forth in the Grant, including but not limited to Section 4, Restricted Uses and Activities, recorded in volume 877 pages 31-32 of the Burlington Land Records and attached hereto in **Attachment B**

F. Impact of Municipal Projects on Leased Premises. Lessee acknowledges, accepts, and agrees

that some or all of the Premises, including the Premises may be needed for the Champlain Parkway Project, the Rail yard Enterprise Project, or some other municipal development project or need, and that in such circumstance, Lessor may limit Lessee's use or occupancy of Premises. In such circumstance, Lessee agrees to waive any right to quiet enjoyment of affected Premises. Lessor agrees to make a good faith effort to minimize any such limitation of use or occupancy of premises.

G. Sublease. Lessee shall not sublease any portion of the Leased Premises without the express prior written approval of the City

H. Compliance with Law. Lessee shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions, and agreements applicable to Lessee for its use of the Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City. Further, Lessee shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health.

I. ADA. Lessee shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act ("ADA") Accessibility Guidelines in connection with any new construction or alteration of the Leased Premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.

J. Waste and Nuisance. Lessee shall not make any actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said premises. Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Premises in a clean and safe condition.

K. "As-is". Lessee acknowledges, accepts, and agrees that it is taking the Premises "as is" without any warranties of habitability or compliance with applicable codes by Lessor. Lessee acknowledges, accepts, and agrees that it may only use the Premises in accordance and compliance with applicable building, life safety, fire, health, zoning, and other applicable codes related to health, safety, and environmental protections. Lessee acknowledges, accepts, and agrees to the restrictions on uses and activities set forth in the Grant of Environmental Restrictions and Right of Access (see Attachment B).

L. Improvements. Should Lessee desire to make infrastructure and Lessee-specific modifications or improvements to the Leased Premises, Lessee shall obtain advanced written approval by the City. Lessee shall be solely responsible for all costs associated with improvements without reimbursement or further consideration from the City. All approved additions or improvements must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines and shall, on expiration or termination of this Lease, belong to the City without compensation to Lessee. All improvements shall be made in accordance with building, fire, health, zoning, and other applicable codes and permits for such work much be obtained if required by code.

M. Capital Repairs and Replacements. Lessee shall, at its sole cost and expense, be responsible for all capital repairs and replacements to the Premises during the Term of this Lease subject to a written and signed addendum to this document. Capital repairs include, but are not limited to

replacement of the roof, structural components, foundation, exterior walls, windows, HVAC systems, plumbing, electrical systems, and other major building systems, regardless of whether such repair or replacement is ordinary, extraordinary, foreseen, or unforeseen. All such work shall be subject to prior written approval by the City, comply with all applicable laws, codes, and permitting requirements, and be completed by properly licensed and insured contractors.

All capital repairs and replacements shall become the property of the City upon installation and shall not be removed at the expiration or earlier termination of this Lease.

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

6. RENT

Lessee shall, in accordance with the provisions of this section, pay the City rent and other amounts due hereunder in the amounts and using the methods set forth below:

A. Leased Space Rent. Lessee shall pay the City rent for access and use of the Leased Premises at a rate of one thousand dollars ($1,000.00) per month, which represents approximately $0.11 per square foot per month for the 9,200 square feet of the Premises.

B. Time for Payment. Lessee shall make the rental payment due under this **§7** on or before the first day of each calendar month during the term of this Lease. Payment shall be made to:

City of Burlington, Community and Economic Development Office, 149 Church Street, Burlington, Vermont 05401.

C. Electronic Payment. The City shall have the right, on not less than thirty (30) days prior written notice to Lessee (the "Electronic Payment Notice"), to require Lessee to make subsequent payments of monthly rent, any additional back rent, and other monies due pursuant to the terms of this Lease by means of electronic funds transfer determined by the City in its sole and absolute discretion (the "Electronic Payment"). The Electronic Payment Notice shall set forth the proper bank ABA number, account number and designation of the account to which such Electronic Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee's bank or financial institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment."

D. Late Payment. Any required payment which has not been paid when due shall incur interest at the rate of 1.5% per month, in addition to a 5% penalty. Any amounts owed with penalty thereon for a period in excess of one year shall be increased by additional eighteen (18%) applied annually to the total amount owed.

7. CITY OBLIGATIONS

A. Access. The City shall ensure reasonable ingress and egress to and from the Leased Premises.

B. Snow Removal. The City shall provide for snow removal from access roads.

C. Notice. In the event that some or all of the Premises may be needed for the Champlain Parkway Project, the Railyard Enterprise Project, or some other municipal development project or need, the Lessor shall provide the Lessee with 6 month notice of any and all limitations on Lessee's use and occupancy.

8. ENTRY OF LEASED PREMISES

The City and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

A. Inspection. Lessee shall permit Lessor or Lessor's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises and making certain that Lessee is meeting all of its obligations under this Lease. The Parties acknowledge that an environmental easement encumbers the Premises, restricting uses and activities and requiring that a right to access the Premises at all reasonable times be given to the State of Vermont Agency of Natural Resources and the United States Environmental Protection Agency for the purpose of conducting the activities related to the Consent Decree filed in connection with the Record of Decision for the Pine Street Canal Superfund Site in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et al. with a portion of such easement attached to this agreement for the convenience of the Parties as **Attachment B.**

B. Facilities. To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the City provided Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and the City shall not, in any event, be liable for any damage to the premises or any property of Lessee or any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees or agents.

9. TAXES AND ASSESSMENTS

A. Direct Tax. Lessee shall pay directly to the taxing authority any and all personal property inventory taxes or assessments which may be assessed against the Leased Premises and its contents during the term hereof or any renewal term.
Lessee shall be responsible for paying all applicable property taxes for the Property during the term of this Lease Agreement. For the entire term of this lease agreement, all the appropriate fiscal year property taxes for the Property, as listed on the Property Tax Payment Schedule set by the City Council and located at 339 Pine Street, shall be paid by Lessee to the CITY when a bill for said taxes is presented.

10. INSURANCE

Lessee shall provide a certificate of insurance including relevant endorsements in accordance with Attachment D hereto.

11. INDEMNIFICATION & LIABILITY

A. ***Indemnification.*** Lessee shall indemnify, defend, and hold harmless the City, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action, including but not limited to, claims arising out of or in connection to the following:

1. This Lease;
2. The Leased Premises;
3. Actions on the Leased Premises;
4. Lessee's possession, use, occupation, or control of the Leased Premises ;
5. Actions or omissions of the Lessee, its agents, employees, licensees, visitors, or contractors;
6. Breach or default of this Lease by Lessee, its agents, employees, licensees, or contractors.

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

Lessee shall reimburse the City for costs associated with violations issued by state and federal regulatory authorities resulting from Lessee's misconduct, incompetence, or negligence as determined by the City.

B. Liability. The City shall not be liable to the Lessee, any assignees claiming by, through, or under Lessee, any subtenants claiming, by, through, or under Lessee, and any of their respective agents, contractors, employees, and invitees, for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (collectively and individually a "loss") caused by casualty, theft, fire, third parties, repair, or failure to repair, or alteration of any part of this building, or any other cause, unless due to the negligence or willful misconduct of any indemnified party, in whole or in part.

12. HAZARDOUS WASTES

A. Disposal. Lessee shall properly handle, remove, and dispose of any and all lubricants, grease, and/or hazardous waste and shall maintain the Leased Premises in a clean and safe condition.

B. Hold Harmless. Without any limitation to Lessee's indemnification and defense obligations hereunder, Lessee shall indemnify, defend, and hold harmless the City, its officers, and employees

from and against all loss, cost and expense (including, without limitation, attorney fees) of whatever nature suffered or incurred by the City on account of the existence, release, or discharge of Hazardous Substances on or from the Leased Premises including, without limitation, any claims, costs, losses, liabilities, and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against the City or the Leased Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Leased Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by the City in enforcing or seeking enforcement of the liability of Lessee under this indemnification.

13. WARRANTIES AND REPRESENTATIONS

A. Regarding the Leased Premises. The City represents that it is the owner of the Leased Premises or the authorized representative or agent of said owner. During the terms of this Lease, the City represents and warrants that the Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.

B. Regarding Legal Authority. Lessee warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessee to its terms. The person signing and executing this Lease on behalf of Lessee hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the City, Lessee shall provide the City with proof of Lessee's authority to enter into this Lease within 15 days of receiving such a request.

14. CASUALTY

If the Leased Premises are damaged by fire, flood, or another casualty, either Party may terminate this Lease within 30 days of the date the terminating Party becomes aware of such occurrence if, in the opinion of the terminating Party, the Leased Premises have been so damaged as to render them wholly or partially untenantable or unfit for the Lessee's purposes. If so elected, the terminating Party shall give the other Party written notice to the City and termination shall be effective 30 days from the date of mailing of the notice of termination.

If the Parties elect not to terminate this Lease, the City shall reasonably estimate the time, restoration work, and commencement date that the City reasonably anticipates is required for the performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Premises from the date of damage until restoration is sufficiently complete to enable Lessee to recommence its use and occupancy of the Leased Premises for the purposes set forth in this Lease.

15. TITLE TO IMPROVEMENTS

Upon the expiration or termination of this Lease, all permanently fixed improvements made upon the

Leased Premises by Lessee shall become a part of the realty and remain on the Leased Premises as the property of the City. Lessee shall not be entitled to compensation of any kind for such improvements nor shall the City be required to provide Lessee with any consideration of any kind for such improvements.

16. TERMINATION

In addition to the termination rights granted in other sections of this Lease, the Parties may terminate this Lease in accordance with this **§16**.

A. Breach. The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B. Termination by the City.

(i) Municipal Development. In the event that the leased premises are needed for the completion of a municipal construction project, the City may terminate this Lease subject to proper notice delivered no less than six (6) months in advance of the date of termination.

(ii) Breach. The City may terminate this Lease, if Lessee fails to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, including, but not limited to, the following conditions:

a. Past Due. If Lessee fails to pay required rental charges or money payments more than thirty (30) days after a due date.

b. Abandonment. If Lessee or any approved sub-lessee voluntarily abandons or discontinues operations at the Premises for a continuous period of sixty (60) days.

c. Bankruptcy. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessee or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall constitute a breach.

d. Public safety. If terminating the lease is reasonably necessary to preserve public safety or to prevent an immediate public crisis.

(iii) Notice and Cure Period. In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if a cure of the breach has not begun within 30 days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent an immediate public crisis.

(iv) Repeated Breaches. If the same Termination Event has occurred on four separate occasions

during any rolling 12-month period (having been duly remedied or waived on each occasion), a cure period for remedying the next occurrence of such Termination Event occurring within the relevant 12-month rolling period will only be available if City so permits in its sole discretion.

(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.

C. Termination by Lessee. Lessee may terminate this Lease upon thirty (30) days' advance written notice to the City under the following conditions:

(i) Injunction. The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Premises for usual purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Premises which remains in force, unvacated or unstayed for a period of at least sixty (60) days.

D. Damage to Improvements. Either Party may terminate this Lease upon providing thirty (30) days' written notice to the other Party if the fixed improvements upon the Leased Premises are so totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition.

17. CONDITION ON TERMINATION

At the termination or expiration of this Lease, Lessee shall surrender and deliver the Leased Premises in as substantially good order and condition as exists at the inception hereof; excepting, however, loss by fire, inevitable accident, act of God, and ordinary wear and tear.

18. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee upon the Leased Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Premises, by or at the direction of Lessee within a reasonable time not to exceed six (6) months from the completion of any such construction.

19. HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Leased Premises after cancellation or termination of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but rather shall only create a tenancy from month-to-month which the City may terminate at any time upon thirty (30) days' advance written notice.

20. FORCE MAJEURE

Neither Party shall be deemed to have breached this Lease if it is prevented from performing any of its obligations hereunder by reason of acts of God, 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, and the Party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Lease shall be resumed immediately after such cause has been removed, provided that neither Party shall be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

21. PUBLIC EMERGENCIES

Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. A Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of the Lease pursuant to Section 17 (Termination). The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

22. DISPUTE RESOLUTION

The Parties shall make their designation representative available to meet within a reasonable time to discuss issues relating to the Lease or the Leased Premises. Each Party shall take such actions as reasonably necessary to address any issues within a reasonable time.

Either Party may enforce this Lease and/or seek appropriate remedies in Chittenden Superior Court under the laws of the State of Vermont.

23. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the City: Kara Alnasrawi
149 Church Street, Burlington, VT 05401
802.238.1910
Kara@burlingtonvt.gov

For Lessee: Tom Longstreth, Executive Director, ReSource, 399 Pine Street, Burlington, VT, 05401
tlongstreth@ReSourcevt.Org

24. GENERAL CIVIL RIGHTS PROVISIONS

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

25. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

2. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

26. FEDERAL CIVIL RIGHTS PROVISION

No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of property and facilities made available or leased to Lessee; the construction of any improvements on, over, or under said property and facilities; or the furnishing of services thereon. Lessee shall comply with the Nondiscrimination Acts and Authorities as set out below and as they may be amended from time to time.

A. The Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities such that no person on the

grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

C. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and re-enter and repossess the underlying property and facilities and hold the same as if the Agreement had never been made or issued.

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

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

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

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

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

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

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

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

27. LIVABLE WAGE

The City has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds $15,000 for any twelve-month period.

Lessee shall comply with the livable wage ordinance to the extent that it is a covered employer under the ordinance and the ordinance is otherwise applicable. Lessee shall also require any contractors or agents performing work at the Leased Premises to comply with the livable wage ordinance.

28. MORTGAGES

At the option of the City, this Lease shall be subordinate to any mortgage or other security interest by the City which from time to time may encumber all or part of Leased Premises so long as the City's lender shall agree in writing in a form reasonably acceptable to Lessee that such lender will not disturb Lessee's possession and rights under Lease so long as Lessee remains in compliance with Lease.

29. ESTOPPEL CERTIFICATE

Each Party shall—within thirty (30) business days after request by the other Party—execute and deliver to the requesting Party, or the party designated by the requesting Party, a statement certifying: (i) that Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Lease is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under Lease, and, if so, specifying each default; and (iii) any other information reasonably requested concerning Lease.

30. BROKER COMMISSIONS

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and without prejudice to Lessee's general indemnification and defense obligation hereunder, Lessee agrees to indemnify and hold harmless the City for all claims or demands of any other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

31. GENERAL PROVISIONS

A. Assignment. Lessee shall not assign this Lease or sublet any part of the Leased Premises without the expressed written consent of the City.

B. Binding Effect. All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions. The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

D. Counterparts. This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement.

E. Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. By and through execution of this Lease, the prior temporary license agreement executed between the Parties as of Fall 2024 is extinguished and supplanted hereby.

F. Extinguishment and Replacement. This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Premises upon the Effective Date hereof.

G. Modification. Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.

H. Interpretation. The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

I. Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable, and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

J. Survival of Certain Lease Terms. Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessee fails to perform or comply as required.

K. Third Party Beneficiaries. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease and do not create any rights for such third parties.

L. Waiver. No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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

N. Illegal Substance. Lessee, Lessee's employees, and Lessee's patrons are prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.

O. Attorneys' Fees. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

P. Municipal Rights. Nothing herein shall be deemed a waiver of Landlord's regulatory authority as a city.

32. ATTACHMENTS

The following attachments are adopted, made part of, and incorporated by reference into this Agreement:

A. Attachment A: Leased Premises Description and Map

B. Attachment B: Resolution and Easements Regarding 339 Pine Street

C. Attachment C: Insurance Requirements

D. Attachment D: Certificate of Insurance

E. Attachment E: Addendum to Lease Granting Permission to Undertake Capital Improvements

— Signature Pages to Follow —

33. SIGNATURE PAGE 1.

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Lease may be executed electronically, and an electronic copy or other facsimile shall be treated as an original. This Lease may be executed in counterparts, each of which shall be deemed an original.

The Parties hereto have executed this Lease Agreement

LESSEE
OPERATOR
_____, _____, VT ___

By: _____

Name: _____

Title: _____

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____(date) by _____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

34. SIGNATURE PAGE 2.

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

The Parties hereto have executed this Lease Agreement

City of Burlington
149 Church Street, Burlington, Vermont 05401

By: _____

Name: Mayor Emma Mulvaney-Stanak_____

Title: Mayor of the City of Burlington, Vermont_____

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____(date) by _____ (authorized signatory's name).

Signature of Notary Public: _____

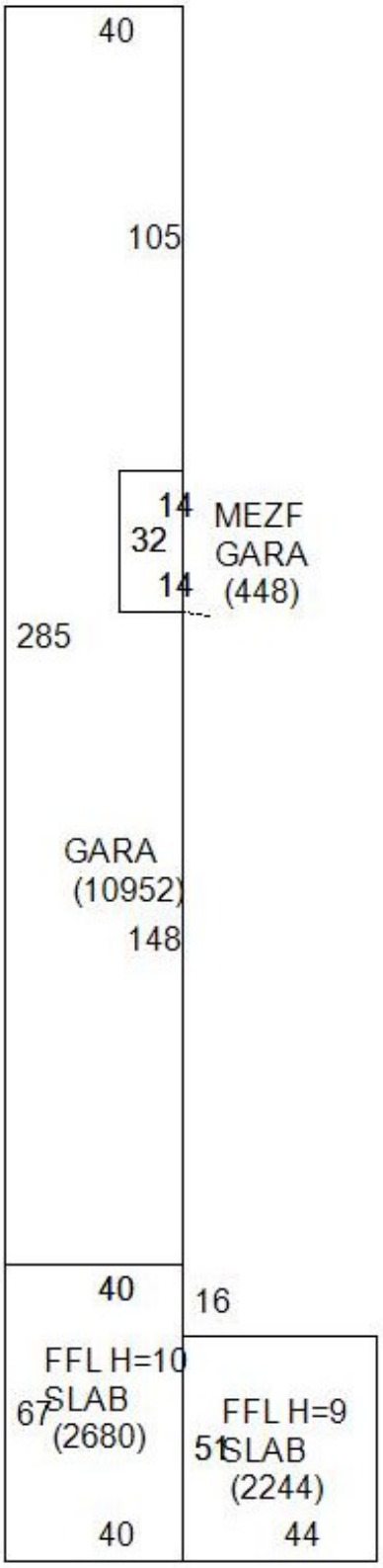
Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

ATTACHMENT A

Leased Premises Description[s] and Map[s]



CSWD Drop-off Center - Burlington
Champlain Metals
ReSOURCE YouthBuild
ReSOURCE Burlington Thrift store
Pine St
Pine St
337
Resource leased premises

ATTACHMENT B

Resolution and Easements Regarding 339 Pine Street

ATTACHMENT C

INSURANCE REQUIREMENTS

As used in this form, "Contractor" shall mean the lessee/tenant. Insurance shall be maintained throughout the term, and the lessee/tenant shall provide certificates of insurance and endorsements reasonably acceptable to the City prior to the Effective Date of the lease and annually during the term. These requirements shall also be satisfied by any subtenant authorized by the City and by any contractors, subcontractors, consultants, or subconsultants doing work of any kind or nature in the premises that could create liability for the City of any kind or nature.

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

RESOLUTION 6.05
Sponsor(s): Finance Board

Introduced: 06/14/04
Referred to:

Action: adopted
Date: 6/14/04
Signed by Mayor: 6/16/04

Resolution Relating to

877 27

APPROVAL OF GRANTS OF ENVIRONMENTAL RESTRICTIONS AND RIGHTS OF ACCESS REGARDING PINE STREET BARGE CANAL PROPERTIES

CITY OF BURLINGTON

In the year Two Thousand Four.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on September 27, 1999, the City Council authorized the Mayor to execute on behalf of the City of Burlington ("City"), a Consent Decree to be entered in the United States District Court for the District of Vermont in United States of America v. Green Mountain Power Corp., et al., which Consent Decree settled all issues related to the remediation of the Pine Street Barge Canal Superfund Site ("Site"); and

WHEREAS, under the terms of the Consent Decree, the City and other property owners in the vicinity of the Site agreed to provide a right of access to their property for purposes of implementing remedial activities at the Site and to submit to permanent use restrictions on their property as covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, on March 27, 2000, the City Council authorized the execution of Grants of Environmental Restrictions and Rights of Access for the three (3) parcels owned by the City at that time related to the Site; and

WHEREAS, the City presently owns four (4) separate parcels of property in the vicinity of the Site; and

(19)
SF a.B
CITY CLERK'S OFFICE
Received 6-22-2004 at 2:35 P M
and recorded in Vol. 877 on Page
of Burlington Land Records, Attest:
J. LaMarche, Asst. City Clerk

Resolution Relating to APPROVAL OF GRANTS OF ENVIRONMENTAL RESTRICTIONS AND RIGHTS OF ACCESS REGARDING PINE STREET BARGE CANAL PROPERTIES

WHEREAS, the United States Environmental Protection Agency recently approved the Grants of Environmental Restriction and Right of Access in the form attached hereto, and requested the City and other property owners to execute and record same in the Land Records of the City of Burlington;

NOW THEREFORE, BE IT RESOLVED by the City Council that the Honorable Peter Clavelle, Mayor, be and hereby is authorized to execute on behalf of the City of Burlington the four (4) Grants of Environmental Restrictions and Right of Access and accompanying property transfer tax returns in the form attached hereto, as well as any other documents necessary for the City to comply with its obligations under the Consent Decree.

211160/00007 wfo: resolution-pine street grants, 6-8-04
lb/atty's initials/c: Resolutions 2004/Name Resolution
Date

877 29

Received 6-22-2004 at 2:35 P.M.
and Recorded in Vol. 877 on Page 29
of Burlington Land Records.
Vermont Property Transfer Tax 32 V.S.A. Chap. 231
-ACKNOWLEDGEMENT-
Return, Certificate & Payment Received
Attest: Jo LaMarche, Asst. City Clerk

GRANT OF ENVIRONMENTAL RESTRICTIONS AND RIGHT OF ACCESS

THIS AGREEMENT is made this 16th day of June, 2004 by and between **CITY OF BURLINGTON**, a Vermont municipal corporation (hereinafter referred to as "Grantor"), having an address of City Hall, 149 Church Street, Burlington, VT 05401, and the State of Vermont Agency of Natural Resources, and any successor agencies of the State of Vermont (hereinafter referred to as "the State" or the "Grantee").

WITNESSETH THAT:

WHEREAS, the United States Environmental Protection Agency (hereinafter "EPA") has, pursuant to Section 105 of the Comprehensive Response, Compensation and Liability Act ("CERCLA"), placed on the National Priorities List certain lands and premises in the vicinity of Pine Street in Burlington, Vermont, such lands and premises being known as "the Pine Street Canal Superfund Site" (the "Site");

WHEREAS, EPA has selected a "remedial action" for the Site and has defined the extent of the Pine Street Canal Superfund Site in a Record of Decision ("ROD") dated September 29, 1998;

WHEREAS, EPA has determined in the ROD that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary at certain portions of the Site and adjoining properties to ensure that future activities on these properties do not interfere with the remedial actions, or substantially increase the ecological, human, or environmental risks at the Site;

WHEREAS, the undersigned Grantor is the owner of certain lands and premises described in Exhibit A hereto (the "Property") which property is nearby the Site; and

WHEREAS, the Grantor is on notice of the potential existence of hazardous substances on the Site which lies nearby the Property; and

WHEREAS, the Grantor is on notice that any disturbance of the Property which causes migration of hazardous substances within the Site or to locations beyond the Site may result in liability under CERCLA; and

WHEREAS, under the terms of a Consent Decree filed in the case of United States of America and the State of Vermont v. Green Mountain Power Corporation et. al, Civil Action Nos. 1:99-CV-366 and 1:00-CV-17 (D.Vt.) (the "Consent Decree"), entered into, by, and between Settling Defendants, the United States, and the State, the Performing Defendants have agreed to perform the remedial action selected for the Site in the ROD, in order to protect the public health and welfare and the environment from the actual or threatened release of hazardous wastes or hazardous substances at or from the Site. The Owner Settling Defendants have agreed, jointly and severally with the Performing Settling Defendants, to reimburse the United States and the State for certain costs, as provided in the Consent Decree, and have severally agreed to provide a right of access to their property for purposes of implementing, facilitating and monitoring the remedial action, and to submit to permanent use restrictions on their property as covenants that will run with the land for the purpose of protecting human health and the environment.

A copy of the Consent Decree is available from:

Office of Environmental Stewardship
United States Environmental Protection Agency
One Congress Street
Boston, MA 02214
Attn: Pine Street Canal Superfund Site Attorney

WHEREAS, Grantor wishes to cooperate fully with EPA and the Grantee in implementation of all response actions at the Site;

NOW, THEREFORE,

1. In consideration of the agreements reached in the Consent Decree, Grantor, on behalf of itself, its successors, heirs and assigns, hereby grants to the Grantee and its assigns the easements, rights, obligations, covenants, and restrictions (hereinafter, collectively referred to as the "Environmental Restrictions"), the terms and conditions of which are set forth below.

2. Purpose. It is the purpose of this instrument to convey real property rights to the Grantee, which will run with the land, to facilitate the implementation of the remedial action and to protect human health and the environment.

3. Right of Access. In establishing the within Environmental Restrictions, Grantor hereby grants to the Grantee, their authorized representatives (including but not limited to EPA), and assigns, a right of access at all reasonable times to the Property for the purpose of conducting any activity related to the Consent Decree including the following purposes:

   (a) Monitoring the Work or the Projects;

   (b) Verifying any data or information submitted to the United States and the State;

   (c) Conducting investigations relating to the contamination at or near the Site;

   (d) Obtaining samples;

   (e) Assessing the need for, planning, or implementing additional response actions at or near the Site;

   (f) Implementing the Work pursuant to the conditions set forth in Paragraph 104 of the Consent Decree;

(g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV (Access to Information) of the Consent Decree;

(h) Assessing Settling Defendants' compliance with the Consent Decree; and

(i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to the Consent Decree.

(j) To the extent practicable, prior to accessing the property, Grantee, its authorized representatives (including but not limited to EPA) and/or its assigns shall give Grantor, its successors or assigns, reasonable notice of its intent to access and shall try to reasonably coordinate such access so as to minimize the disruption of activities on the property conducted by Grantor, its successors or assigns. In exercising its rights of access, Grantee, its authorized representatives (including EPA) and its successors or assigns shall make reasonable efforts to minimize interference with the activities of Grantor, its successors or assigns on the property.

4. Restricted Uses and Activities. Grantor shall neither perform, nor allow, nor cause any other person to perform, any activities or uses in, on, upon, through, over or under those portions of the Property which violate one or more of the following conditions:

(a) Grantor shall be responsible for complying with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants;

(b) Grantor shall not use the Property or allow the Property to be used so as to unreasonably interfere with any investigations of the environmental conditions at the Site;

(c) Grantor shall not use cause or allow recontamination of the Site following completion of the Remedial Action to such an extent that the remedial action or its performance standards may be jeopardized, or cause contamination of off-site properties following completion of the Remedial Action;

(d) Grantor shall not use the Property or allow the Property to be used for residential use or for day care centers for the care of children;

(e) Grantor shall not use or allow the use of the groundwater on the Property for potable drinking water purposes and shall not install or allow the installation of wells at any location where free phase contamination has been shown to be present;

(f) Grantor shall not perform or allow to be performed on the Property any construction activities which will change hydrogeologic conditions and will likely cause migration of contaminated groundwater to Lake Champlain to such an extent that the remedial action may be jeopardized or that a significant risk to Lake Champlain may result;

(g) Grantor shall not perform or allow to be performed excavations to depths greater than five feet (including such excavations which extend below the water table) on the Property unless one or more of the following exceptions apply: (1) the excavation is performed to install, repair, maintain, service, or remove underground utility components, conduits, installations, or channels, which may presently be in place deeper than five feet and which may be below the water table; (2) the excavation consists of drilling, driving, or boring to install pilings for otherwise allowable construction; (3) the excavation is performed in a location on the property in which current contaminant concentrations at depths greater than five feet are below 140 mg/kg total polycyclic aromatic hydrocarbons ("PAH"). In the case of exceptions (1) and (2), the owner of the property shall require workers conducting the excavations and working in the area to use appropriate personal protective equipment as required by the Occupational Health and Safety Administration ("OSHA") or its successor agencies, unless a site specific risk assessment is performed and its results have been approved by EPA prior to the excavations.

5. Emergency Excavation. In the event it becomes necessary to excavate a portion of the Property as part of a response to emergency repair of utility lines, or as part of a response to emergencies such as fire or flood, the activity and use restriction provisions of Paragraph 4 above, which would otherwise restrict such excavation, shall be suspended only with respect to such excavation for the duration of such emergency response, provided that Grantor:

(a) orally notifies the Site Manager for the Vermont Department of Environmental Conservation (VT DEC) and EPA's Project Coordinator (or, in his or her absence, EPA's Alternate Project Coordinator, or in the event that both of EPA's designated representatives are unavailable, the Director of the Office of Site Remediation and Restoration, EPA Region I), of such emergency as soon as possible but no more than twenty-four (24) hours after having learned thereof, and follows up with a written notice to VT DEC and EPA; and

(b) limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency.

This provision shall not waive any liability for releases of hazardous substances, nor shall this provision excuse compliance with CERCLA or any other applicable federal or state laws and regulations.

6. Severability. If any court or other tribunal determines that any provision of this Grant is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this Grant as though it had never been included herein. In either case, the remaining provisions of this Grant shall remain in full force and effect; provided, however, that the Grantee retains its right to request modification of this Grant pursuant to Paragraph 11 below.

7. Enforcement. Grantor expressly acknowledges that a violation of the terms of this Grant could result in enforcement by the Grantee, including, but not limited to, the issuance of criminal and civil penalties, and/or equitable remedies. Grantor also agrees, on behalf of itself and its successors and/or assigns, that EPA shall also have a third party right of enforcement. Any action taken by the Grantee, or EPA pursuant to this Paragraph 7 shall be in addition to, but not in lieu of, such rights as EPA and/or the State possess to enforce the terms and conditions of the Consent Decree and under applicable law, which enforcement rights the State and EPA fully reserve.

8. Provisions to Run With the Land. The easements, rights, obligations, covenants, and restrictions set forth in this instrument shall run with the land, and any portion thereof, and shall be binding on the Grantor, the Grantor's heirs, administrators, successors, or assigns, and shall inure to the benefit of the Grantee and its successors. It is the parties' intent that the United States shall be a third party beneficiary of the terms of this instrument, with full authority to enforce the terms of this instrument as provided herein.

9. Incorporation into Leases. Grantor hereby agrees to incorporate this Grant, in full or by reference, into all leases, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Property, or any portion thereof, is conveyed. Any transfer of the Property, or any portion thereof, shall take place only if the grantee (including but not limited to any lessee) agrees, as a part of the agreement to purchase or otherwise obtain a property interest in the Property, that it will comply with the obligations of the Grantor to provide access and/or Institutional Controls, as set forth in Section IX of the Consent Decree and this Grant, with respect to such Property.

10. Recordation. Grantor shall record and/or register this Grant with the Register of Deeds or other appropriate land records office in the City of Burlington, Chittenden County, State of Vermont within fifteen (15) days of having received the Grantee's written approval of this Grant. The Grantor, within twenty-one (21) days of receipt of evidence of recordation and/or registration, shall mail a certified Registry copy of this Grant to the VT DEC Site Manager and the EPA Project Manager.

Grantor shall record and/or register any amendment to or release of this Grant, made pursuant to Paragraph 11 below, with the Register of Deeds or other appropriate land records office in the City of Burlington, Chittenden County, State of Vermont within thirty (30) days of having received from the Grantee said amendment or release, as agreed to and accepted by, or granted by, the Grantee and mailed to Grantor by certified mail, return receipt requested. Grantor shall file with VTDEC's and EPA's Site Managers a certified Registry copy of any such amendment or release as recorded and/or registered, within twenty-one (21) days of receipt of evidence recordation and/or registration

This Grant shall become effective upon its recordation and/or registration with the Register of Deeds or other appropriate land records office in the City of Burlington.

11. Amendment, Modification and Release. This Grant may be amended, modified, or released only by the State, in accordance with CERCLA and the NCP, to the extent applicable, if EPA agrees in writing with the proposed amendment, modification or release. However, in no instance may the Grantee amend or modify this Grant to confer more rights in the Property than those accorded to the Grantee herein. Grantor may submit to the VTDEC Site Manager a proposal for modifying or withdrawing the terms and conditions of this instrument or a portion thereof, with a copy to the EPA Project Manager. Said proposal shall demonstrate that the terms and conditions contained herein may be modified or withdrawn in whole or in part consistent with the public interest and the public purposes of protecting human health and the environment. The Grantee, if EPA agrees in writing, shall issue a written decision on the approval, modification, or denial of such petition. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment, modification, or release.

12. No Dedication Intended. Nothing herein set forth shall be construed to be a gift or a dedication of the Property to the Grantee, or to the general public for any purpose whatsoever.

13. Rights Reserved. It is expressly agreed that acceptance of this Grant by the Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the State and/or EPA to issue any future order or take response action with respect to the Site or in any way affect any other claim, action, suit, cause of action, or demand which the State and/or EPA may otherwise possess with respect thereto.

14. Dispute Resolution. The dispute resolution procedures of this Paragraph 14 shall be the exclusive mechanism to resolve disputes between the Grantor, the Grantee and EPA regarding petitions for amendment, modification, and release

under Paragraph 11 of this Grant. All other disputes between Grantor, the Grantee, and EPA shall be resolved according to the terms of Section XIX of the Consent Decree.

(a) Informal Negotiations – Any dispute shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 30 days from the time the dispute arises, unless it is modified by written agreement of the parties. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. In the event that the parties cannot resolve a dispute by informal negotiations under this subparagraph 14(a), then the position advanced by EPA shall be considered binding unless, within twenty-one (21) days after the conclusion of the informal negotiation period, Grantor invokes the formal dispute resolution procedures by serving on the Grantee and EPA a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Grantor. Within twenty-one (21) days after receipt of Grantor's Statement of Position, the Grantee and/or EPA will serve on Grantor its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and supporting documentation.

(b) Formal Dispute Resolution – Formal dispute resolution shall provide for review on the administrative record under applicable principles of administrative law. An administrative record of the dispute shall contain all Statements of Position, including supporting documentation, submitted pursuant to this subparagraph 14 (b). Where appropriate, supplemental Statements of Position may be provided by EPA, the Grantee or the Grantor. The Grantee, in consultation with EPA's Director of the Office of Site Remediation and Restoration, New England Region, will issue a final administrative decision resolving the dispute based on the administrative record. This decision shall be binding upon the Grantor, subject only to the right to seek judicial review pursuant to subparagraph 14(c) below.

(c) Judicial Appeal – Any administrative decision made pursuant to subparagraph 14 (b) shall be reviewable by the United States District Court for the District of Vermont (the court having jurisdiction over the Consent Decree), provided that a notice of judicial appeal is served by the Grantor on the Grantee, and EPA, and within 10 days of receipt of the final administrative decision. The notice of judicial appeal shall include a description of the matter in dispute, the efforts made by the parties to resolve it, and the relief requested. The Grantee and/or EPA may file within 30 days a response to Grantor's notice of judicial appeal. In proceedings on any dispute governed by this subparagraph 14(c), Grantor shall have the burden of demonstrating that the decision of the Grantee

pursuant to subparagraph 14(b) is arbitrary and capricious or otherwise not in accordance with law. Judicial review of the decision pursuant to subparagraph 14(b) shall be on the administrative record compiled pursuant to subparagraph 14(b) above.

15. Grantor, on behalf of itself, its successors, heirs, administrators and assigns, hereby waives any claims against the United States and the State arising under the United States Constitution, the Vermont Constitution, state law, the Tucker Act, 28 U.S.C. §1491, or common law, arising out of or relating to this grant of environmental restrictions and access.

IN WITNESS WHEREOF, GRANTOR as record title-holder of the above described Property, hereby submits this GRANT OF ENVIRONMENTAL RESTRICTIONS AND RIGHT OF ACCESS, which said Grant shall be recorded in the Land Records of the City of Burlington, Vermont.

Dated this 16th day of June, 2004

Witness:	Grantor: CITY OF BURLINGTON
Linda J Blanchard	By:
	Name: The Honorable Peter Clavelle
	Mayor of the City of Burlington

State of Vermont
County of Chittenden

On this 16th day of June, 2004, personally appeared The Honorable Peter Clavelle, Mayor of the City of Burlington, signer and sealer of the foregoing written conveyance and acknowledged the same to be his own free act and deed and the free act and deed of the Grantor.

	Before me, Linda J Blanchard
	Notary Public
	My Commission Expires: 2/10/07

The undersigned, the holder of a mortgage recorded in the Land Records of the City of Burlington, Vermont, in Book ____, Page ____, by execution hereof, agrees that the rights and easements reserved to it and to the portion of the property described therein, shall be subject and subordinate to the terms and provisions of this instrument.

WITNESS:

_____

By: _____

Its Authorized Representative
Address: _____

_____

STATE OF _____
COUNTY OF _____

On this ____ day of ____, 2004, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ of ___[company name]_____, and (s)he acknowledged said instrument, as executed, to be his or her free act and deed in said capacity, and the free act and deed of _____[company name].

_____
NOTARY PUBLIC

My Commission Expires: _____.

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EXHIBIT A

to

GRANT OF ENVIRONMENTAL RESTRICTIONS AND RIGHT OF ACCESS

Grantor: **CITY OF BURLINGTON**
Property Address: 339 Pine Street

Property Description

Being all and the same land and premises conveyed to the City of Burlington by Warranty Deed of T.A. Haigh Lumber Co., Inc., dated January 12, 1931 and recorded in Volume 97 at Page 503 of the City of Burlington Land Records and being more particularly described therein, in part, as follows:

"A strip of land of the uniform width of three hundred feet off the southerly side of the parcel of land that was conveyed to T.A. Haigh Lumber Company, Inc. by T.A. Unsworth, trustee, by his deed of warranty dated the 25th day of August 1928 and of record on page 650 of vol. 90 of the land records of the City of Burlington.

"The land and premises hereby conveyed is bounded by a line described as follows:

"Said line commences at a point in the westerly line of Pine Street where said line is intersected by the boundary line between the lands of the grantor and the lands of the E.S. Adsit Coal Company. Said line extends thence three hundred feet northerly on the said westerly line of Pine Street, thence westerly parallel with the said E.S. Adsit Coal Company boundary line four hundred sixty-eight and six tenths feet more or less to the easterly boundary line of said canal premises, being twenty-five feet distant from the center thereof, to the intersection of said easterly boundary line of said canal with the northerly boundary line of E.S. Adsit Coal Company, a distance of three hundred feet; thence easterly along said coal company's north boundary to the west line of Pine Street at the point to beginning."

Also being all the right, title and interest in the so-called North Canal conveyed to Record Owner by Quit Claim Deed of Green Mountain Petroleum Corporation, dated November 30, 1962 and recorded in Volume 151 at Page 449 of the City of Burlington Land Records. Being

that portion of the North Canal which lies westerly of the westerly boundary of land and premises conveyed to Record Owner by T.A. Haigh Lumber Company, Inc. The premises are more specifically defined as being the easterly half of the North Canal running northerly from the Old Lawrence Barnes basin and being the northerly three hundred feet of said North Canal and consisting of approximately 7500 square feet. The land is bounded on the north by land and premises formerly owned by T.A. Haigh Lumber Comapny, Inc., on the east by land and premises conveyed to the City of Burlington by T.A. Haigh Lumber Company, Inc., on the south by that portion of land and premises conveyed to Green Mountain Petroleum Corporation by Ronard R. Hayward, and on the west by land and premises conveyed to Green Mountain Petroleum Corporation by Charles Samuelson.

EXCEPTING, however, all right, title and interest conveyed by the City of Burlington to Green Mountain Petroleum Corporation by Quit Claim Deed dated November 30, 1962 and recorded in Volume 151 at Page 448 of said Land Records, and being more particularly described in said Quit Claim Deed as follows:

"All of the land and premises situated and being a part of the North Canal, so-called, running northerly from old Barns basin and basin-canal system, situated between Pine Street in the City of Burlington and waters of Lake Champlain, but not adjacent to said Pine Street of said Lake, more specifically meaning to convey hereby, subject to the reservations hereinafter stated, any and all right, title and interest which the City may have in and to that portion of said North Canal and basin, as was constructed under and pursuant to a certain agreement and deed entitled "Agreement with Barnes and Skilling Relative to Burlington Drawbridge, April 15, 1868," dated February 4, 1869 and recorded in Volume 4 at Pages 311, 312, and 313 of the Land Records of the City of Burlington, which lies southerly on the southerly boundary extended westerly in a straight line, of land and premises conveyed by T.A. Haigh Lumber Company, Inc. to City of Burlington by deed dated January 12, 1931, of record in Volume 97, Pages 503-5 of said Land Records, and which lies westerly of the center line of said North Canal, being a portion of the easterly boundary line of land and premises conveyed to Green Mountain Petroleum Corporation by Charles Samuelson by deed dated July 17, 1962 and recorded in Volume 151 at Page 419 of said Land Records, meaning and intending to convey all of the canal and basin system to and from Lake Champlain from said land and premises conveyed to the City of Burlington by the aforementioned deed of January 12, 1931 and the right

so conveyed in the last mentioned deed for the receiving and discharging of freight, and the laying up of vessels in the winter, and any and all rights that the City of Burlington may have in and to said basin and canal system of any kind or nature whatsoever. Reserving however, the right and privilege of taking and discharging water from that portion of the North Canal that lies westerly of the land and premises conveyed to it by the aforementioned deed of January 12, 1931."

The premises are subject to all covenants, restrictions, easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-612, both inclusive.

Reference is hereby made to the above-referenced documents, the instruments therein described, and the references therein contained in further aid of this description.

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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.

3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, 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) 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 shall be endorsed to waive subrogation against the City.

ATTACHMENT D

Certificate of Insurance

ATTACHMENT E

Addendum to Lease Granting Permission to Undertake Capital Improvements

A. Background

Whereas, the City of Burlington through its Community and Economic Development Office has grnated ReSOURCE the right of full use and enjoyment of the City owned property at 339 Pine Street in Burlingotn, Vermont.

Whereas, ReSOURCE has occupied the building for 25 years

Whereas, over the course of ReSOURCE's continued use of the building, the roof has degraded past the point of repair

Whereas, in accordance with Section 5 (M) of the instant lease agreement, this construction project as well as the associated costs and responsibilities shall be solely managed by ReSOURCE.

Whereas, in accordance with Section 5(M) of the instant lease agreement,

Now Therefore,

The City of Burlington, through its Community and Economic Development Office hereby grants permission to ReSOURCE to commence replacement of the roof of the City-owned structure located at 339 Pine Street in Burlington, Vermont.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Johanna Schneider

Title/Subject: Resource Lease for 339 Pine St

Approval Requested:		Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	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	2/27/2026	Will Clavelle
Mayor's Office	Yes	3/2/2026	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	2/24/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	3/2/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

POLICE DEPARTMENT
CITY OF BURLINGTON

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

FROM: Shawn P. Burke, Interim Chief of Police

DATE: March 9th, 2026

SUBJECT: Reclassification Request – Executive Manager, Command Assistant, and Community Support Supervisor to Crisis, Advocacy, Intervention Program (CAIP) Manager

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REQUEST

The Burlington Police Department (BPD) seeks to eliminate the Assistant Director of CAIP position and reclassify the current Community Support Supervisor position to the Crisis, Advocacy, Intervention Program (CAIP) Manager. We propose the following:

- Reclassification and retitling of the Community Support Supervisor position, a regular, full-time, exempt, Grade 20, non-union position to the Crisis, Advocacy, Intervention Program (CAIP) Manager, a regular, Full-time, Exempt, Non-Union, Grade 21 position in the Burlington Police Department; and
- Elimination of the Assistant Director CAIP position, a Regular, Exempt, Full-time, Grade 24 Non-Union position within the Burlington Police Department.

Additionally, the Burlington Police Department (BPD) seeks to reclassify two roles within the business division of the department – Executive Manager and Command Assistant:

- Reclassification of the Executive Manager, a Regular, Full-time, Exempt, Grade 21, Non-Union position to a Regular, Full-time, Exempt, Grade 22, Non-Union position.
- Reclassification of the Command Assistant, a Regular Full-time, Non-Exempt, Grade 15, Non-Union position to a Regular, Full-time, Non-Exempt, Grade 16, Non-Union position.

EXECUTIVE SUMMARY – CAIP Manager

In FY26, the Burlington Police Department undertook a strategic restructuring of its Crisis, Advocacy, Intervention Program (CAIP) following significant programmatic changes, including the elimination of the CARES clinical team and the resignation of the Assistant Director of CAIP.

With clinical-level services no longer being provided and a streamlined staffing model in place, the department conducted an operational review to ensure continued alignment with public safety priorities and fiscal responsibility.

The assessment confirmed that the remaining CAIP components; Community Support Liaisons and the Domestic Violence Advocate remain essential to delivering coordinated, victim-centered, and community-based public safety services in Burlington. Given the reduced scope of supervision and program administration, the department identified an opportunity to eliminate the Assistant Director position and reclassify the current Community Support Supervisor role to a manager level, ensuring appropriate oversight, continuity of services, and efficient allocation of resources while maintaining the program's critical functions.

Role Description:
This position is a management position responsible for the Crisis, Advocacy, Intervention Program (CAIP) of the Burlington Police Department. Management of this program consists of the supervision of six CSL positions, including coordination of hiring and training processes, in addition to the Domestic Violence Victim's Advocate.

Additionally, the position is responsible for building and maintaining relationships within the Department, the designated agency, other city departments, as well as community groups, neighborhoods, and other subsets of people within the city.

EXECUTIVE SUMMARY – Executive Assistant and Command Assistant
This proposal also outlines the need to reclassify two existing positions within the business division of the department: the Executive Manager and the Command Assistant positions. The reclassification is necessary to accurately reflect the expanded scope, complexity, and level of responsibility these roles have assumed following departmental restructuring under the City's ModGov initiatives.

As part of the ModGov process, several key administrative positions were eliminated, including the Senior Network Administrator, Business Manager, and Training & Special Project Coordinator. While these changes achieved structural efficiencies and significant cost savings, they also resulted in the redistribution of critical operational and administrative functions. The essential duties formerly assigned to those specialized roles, including information technology oversight, budget development and financial management, grant and procurement coordination, training compliance administration, and strategic project management have been reassigned primarily to the Executive Manager and Command Assistant.

Since the restructuring, both positions have taken on substantially increased responsibilities that require higher level decision making, independent judgment, technical expertise, and cross-departmental coordination. The Executive Manager now provides direct oversight of complex budgeting processes, technology systems coordination, policy implementation, and long-range planning initiatives. Similarly, the Command Assistant has absorbed expanded administrative, compliance, scheduling, reporting, and program support functions critical to department training and mandatory statutory compliance.

The current classifications no longer accurately represent the scope, accountability, and organizational impact of these roles. Reclassification is necessary to ensure alignment between job responsibilities and compensation, support recruitment and retention of qualified personnel, and maintain operational effectiveness within the department.

Approving these reclassifications will formally recognize the expanded duties performed by these positions, promote organizational sustainability, and ensure the continued efficient functioning of the Burlington Police Department.

Role Descriptions:

The Executive Manager serves as a civilian member of the command staff for the Burlington Police Department, providing executive-level project management, strategic leadership, and fiscal oversight in direct support of the Chief of Police. This position leads the planning, coordination, and execution of department-wide initiatives to advance organizational effectiveness, operational efficiency, and community service. The Executive Manager oversees budget development and financial management, manages departmental workflows, and supervises key administrative and financial staff. With comprehensive knowledge of departmental operations and the community, the Executive Manager supports informed decision-making, strategic goal attainment, and responsive policing aligned with the City's public safety and quality-of-life priorities.

This Command Assistant is responsible for providing administrative support to the Command Staff of the Burlington Police Department, including the Chief of Police, the Deputy Chiefs, and the Executive Manager. The assistant's responsibilities focus on administrative functions, encompassing document control, processing and retrieval of highly confidential information including, but not limited to, information relating to collective bargaining, personnel paperwork, and budgetary matters. This position has extensive interaction with the public.

Financial Impact

Position	Current Grade / Step	FY26 Salary	Proposed Grade / Step	FY26 Reclassed Salary	FY26 Impact
Executive Manager	Pay Grade 21	$92,519.00	Pay Grade 22	$102,337.97	$9,818.97
Command Assistant	Pay Grade 15	$60,485.77	Pay Grade 16	$64,353.53	$3,867.76
Community Support Manager	Pay Grade 20	$86,228.49	Pay Grade 21	$90,794.45	$4,565.96

The FY26 Impact will be absorbed through current position savings in the business division and via the elimination of the Assistant Director position in the CAIP division.

The department now has both Deputy Chief positions filled and a contracted Interim Chief of Police through March of 2027. The reclassification of the Executive Manager will be less of a fiscal burden in FY 26 as the position is currently paid a temporary salary adjustment.

ATTACHMENTS

A. CAIP Manager Job Descriptions – Redline / Final
B. Executive Manager Job Descriptions – Redline / Final
C. Command Assistant Job Descriptions – Redline / Final
D. BPD Organizational Chart 2026

MOTIONS

The Burlington Police Department respectfully requests the Board of Finance and City Council to approve the following motions:

Board of Finance:

To approve and recommend that the City Council approve and authorize the reclassification and retitling of the Community Support Supervisor position, a Regular, Full-time, Exempt, Non-Union, Grade 20, position to the to the Crisis, Advocacy, Intervention Program (CAIP) Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21 within the Burlington Police Department; and

To approve and recommend that the City Council approve and authorize the Elimination of the Assistant Director CAIP position, a Regular, Full-time, Exempt, Non-Union, grade 24 position within the Burlington Police Department.

To approve and recommend that the City Council approve and authorize the reclassification of the Executive Manager position, a Regular, Full-time, Exempt, Non-Union, Grade 21 position to a Regular, Full-time, Exempt, Non-Union, Grade 22 within the Burlington Police Department.

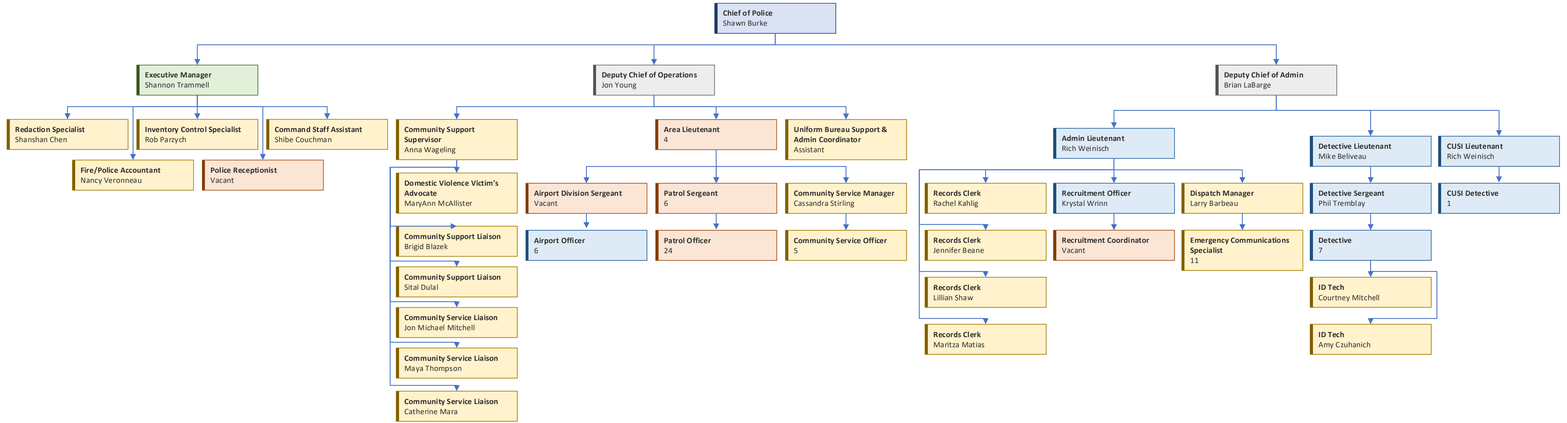
To approve and recommend that the City Council approve and authorize the reclassification of the Command Assistant position, a Regular, Full-time, Non-Exempt, Non-Union, Grade 15 position to a Regular, Full-time, Non-Exempt, Non-Union, Grade 16 within the Burlington Police Department.

City Council:
To approve and authorize the reclassification and retitling of the Community Support Supervisor position, a Regular, Full-time, Exempt, Non-union, Grade 20, position to the Crisis, Advocacy, Intervention Program (CAIP) Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21 within the Burlington Police Department.

To approve and authorize the elimination of the Assistant Director CAIP position, a Regular, Full-time, Exempt, Non-union, Grade 24 position within the Burlington Police Department.

To approve and authorize the reclassification of the Executive Manager position, a Regular, Full-time, Exempt, Non-Union, Grade 21 position to a Regular, Full-time, Exempt, Non-Union, Grade 22 within the Burlington Police Department.

To approve and authorize the reclassification of the Command Assistant position, a Regular, Full-time, Non-Exempt, Non-Union, Grade 15 position to a Regular, Full-time, Non-Exempt, Non-Union, Grade 16 within the Burlington Police Department.


Chief of Police
Shawn Burke
Executive Manager
Shannon Trammell
Redaction Specialist
Shanshan Chen
Inventory Control Specialist
Rob Parzych
Command Staff Assistant
Shibe Couchman
Fire/Police Accountant
Nancy Veronneau
Police Receptionist
Vacant
Deputy Chief of Operations
Jon Young
Community Support Supervisor
Anna Wageling
Domestic Violence Victim's Advocate
MaryAnn McAllister
Community Support Liaison
Brigid Blazek
Community Support Liaison
Sital Dulal
Community Service Liaison
Jon Michael Mitchell
Community Service Liaison
Maya Thompson
Community Service Liaison
Catherine Mara
Area Lieutenant
4
Airport Division Sergeant
Vacant
Airport Officer
6
Patrol Sergeant
6
Patrol Officer
24
Community Service Manager
Cassandra Stirling
Community Service Officer
5
Uniform Bureau Support & Admin Coordinator
Assistant
Deputy Chief of Admin
Brian LaBarge
Admin Lieutenant
Rich Weinisch
Records Clerk
Rachel Kahlig
Records Clerk
Jennifer Beane
Records Clerk
Lillian Shaw
Records Clerk
Maritza Matias
Recruitment Officer
Krystal Wrinn
Recruitment Coordinator
Vacant
Dispatch Manager
Larry Barbeau
Emergency Communications Specialist
11
Detective Lieutenant
Mike Belliveau
Detective Sergeant
Phil Tremblay
Detective
7
ID Tech
Courtney Mitchell
ID Tech
Amy Czuhanich
CUSI Lieutenant
Rich Weinisch
CUSI Detective
1

City of Burlington
Job Description

Position Title: Crisis, Advocacy, Intervention Program (CAIP) Manager

Department: Burlington Police Department

Reports to: Deputy Chief of Police – Operations

Pay Grade: 21

Job Code: 341

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

General Purpose:

This position is a management position responsible for the Crisis, Advocacy, Intervention Program (CAIP) of the Burlington Police Department. Management of this program consists of the supervision of six CSL positions, to include coordination of hiring and training processes, in addition to the Domestic violence Victim's Advocate. Additionally, the position is responsible for building and maintaining relationships within the Department, the designated agency, other city departments, as well as community groups, neighborhoods, and other subsets of people within the City.

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.

- Respond to Police, other City departments, and community requests for intervention on non-criminal matters to provide dispute resolution, conflict management, or problem solving.
- Supervision of the Community Support Liaisons and the Domestic Violence Victim Advocate.
- Represent and serve as a voice for the BPD's alternative response capacities at public hearings or meetings and with the news media, as necessary.
- Guide the further development of new alternative response capacities as community needs become apparent.
- Perform administrative tasks related to managing CAIP, including scheduling, personnel evaluations, and performance management.
- Assist the Recruitment Officer in hiring new members of CAIP, to include helping to interview and vet candidates.
- Work with sworn administrative staff, and sworn-officer instructors, to co-design and administer field training for new CAIP members and recurring in-service training for Community Support Liaisons as necessary.

- Review CAIP members' written work product, offering necessary guidance and applicable corrections.
- Prepare required paperwork and produce regular reports related to CAIP.
- Provide ongoing feedback and annual performance evaluations for supervisees.
- Assist with administering the disciplinary process for personnel in CAIP, including, but not limited to, examining citizen complaints and conducting administrative reviews.
- Issue performance instruction and, together with the sworn command staff, offer discipline in keeping with Charter §3-185, personnel policy, and any applicable collective bargaining agreement.
- Actively triage requests for community engagement of the CAIP Team.
- Work as partner and act as a liaison from the Burlington Police Department to collaborate with local agencies such as the Agency of Human Services, Howard Center, Burlington Housing Authority, Champlain Housing Trust, Committee on Temporary Shelter, Champlain Valley Agency on Aging, Vermont Tenants, Burlington Code Enforcement, Department of Corrections, University of Vermont, USCRI VT, the Community Justice Center, and other organizations as well as private citizens to assist with navigating the public safety system.
- Provide leadership, develop and maintain relationships with partners for team approach to problem solving. Regularly consult and collaborate with Community Support Liaisons around problem solving related to individual cases and community wide issues.
- Address any individual or team member conflicts by using an array of conflict intervention tools such as: problem solving and mediation. The intervention will be appropriate to the situation, culture and individual, to include progressive discipline.
- Present information about CAIP to community groups, schools, government agencies, etc.
- Create and maintain up-to-date electronic records related to documentation specific to the Community Support Liaison and Domestic Violence Victim Advocate positions.
- Engage with various constituency groups in the community to encourage open dialogue with the Police Department, ensure a responsive relationship, and to take the pulse of the needs of our community through engagement.
- Engage constituent groups around interests related to public safety and health.
- Brief the Deputy Chief of Operations on the needs and challenges of these constituency groups and make relevant policy recommendations.
- Attend and participate in meetings of constituency groups that request Department participation as deemed productive.
- Responsible for the management and coordination of the City's Sheltering on Public Lands Policy for the Department of Public Works, to include a high degree of communication with various departments through the City.
- Act as the primary point of contact and coordinator for the CSL Team related to encampment outreach, as a function of the City's Policy on Sheltering on Public Land.
- Maintain data to evaluate the effectiveness of all activities related to CAIP.
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree, and two years of experience in one or more of the following related fields; social work, criminal justice, victim advocacy, or restorative justice with a minimum of one year experience in community-based field work.
- Two (2) years of supervisory experience required.
- Ability to work in a high paced, dynamic environment.
- Ability to support staff who are actively exposed to trauma and the suffering of others.
- High degree of flexibility and creative problem solving skills necessary.
- Excellent public relations, group development, meeting facilitation and communication skills required.
- Knowledge of Vermont criminal and juvenile justice system preferred.
- Familiarity with City of Burlington preferred.
- Must be able to work evenings as directed.
- Must successfully complete Police Department panel interview and background investigation.
- Ability to clearly communicate complex community modeling issues through training materials, workshops and collaborative problem solving techniques.
- Ability to maintain objectivity in all neighborhood conflict interventions.
- Ability to speak in a public environment.
- Ability to interact with all levels of the public, Police and other City officials.
- Ability to understand and interact with a wide variety of cultural and ethnic groups.
- Ability to operate in a Windows based environment with spreadsheet, word processing and database software.
- High degree of flexibility and create problem solving skills necessary.

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.

_x_ seeing	_x_ ability to move distances within and between warehouses/offices	__ lifting (specify) __ pounds
__ color perception (red, green, amber)		__ carrying (specify) __ pounds
_x_ hearing/listening	__ climbing	

Crisis, Advocacy, Intervention
Program (CAIP) Manager

_x_ clear speech	__ ability to mount and dismount forklift/truck	_X driving (local/over the road)
_x_ touching	_ pushing/pulling	
_x_ dexterity		
_x_ hand		
_x_ finger		
__ reading - basic	__ math skills - basic	_x_ analysis/comprehension
_x_ reading – complex	_x_ math skills - complex	_x_ judgment/decision making
__ writing - basic	__ clerical	
_x_ writing - complex		
__ shift work	_x_ outside	__ pressurized equipment
_x_ works alone	__ extreme heat	__ moving objects
_x_ works with others	__ extreme cold	__ high places
_x_ verbal contact w/others	__ noise	__ fumes/odors
_x_ face-to-face contact	__ mechanical equipment	__ hazardous materials
_x_ inside	__ electrical equipment	__ dirt/dust

Supervision:
Directly Supervises: 7 Indirectly Supervises: 0

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 11/2002 (Revised March 2014), revised January, 2026.

City of Burlington
Job Description

Position Title: Crisis, Advocacy, Intervention Program (CAIP) Manager ~~Community Support Supervisor~~

Department: Burlington Police Department

Reports to: Deputy Chief of Police – Operations ~~Assistant Director- Crisis, Advocacy, Intervention Programs~~

Pay Grade: 21 ~~20 ? (Currently AW is a 20 Step 1)~~

Job Code: 341

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

General Purpose:

This position is a mid-level management position responsible for ~~managing~~ the Crisis, Advocacy, Intervention Program (CAIP) of the Burlington Police Department. ~~Community Support Liaison (CSL) program.~~ Management of this program consists of the supervision of six CSL positions, to include coordination of hiring and training processes, in addition to the Domestic violence Victim's Advocate. Additionally, the position is responsible for building and maintaining relationships within the Department, the designated agency, other city departments, as well as community groups, neighborhoods, and other subsets of people within the City.

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.~~)~~

- Respond to Police, other City ~~department~~departments, and community requests for intervention on non-criminal matters to provide dispute resolution, conflict management, or problem solving.
- Supervision of six Community Support Liaisons and one Domestic Violence Victim Advocate.
- Represent and serve as a voice for the BPD's alternative response capacities at public hearings or meetings and with the news media, as necessary.
- Guide the further development of new alternative response capacities as community needs become apparent.
- Perform administrative tasks related to managing CAIP, including scheduling, personnel evaluations, and performance management.
- Assist the Recruitment Officer in hiring new members of CAIP, to include helping to interview and vet candidates.
- Work with sworn administrative staff, and sworn-officer instructors, to co-design and administer field training for new CAIP members and recurring in-service training for Community Support Liaisons as necessary.

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- Review CAIP members' written work product, offering necessary guidance and applicable corrections.
- Prepare required paperwork and produce regular reports related to CAIP.
- Provide ongoing feedback and annual performance evaluations for supervisees.
- Assist with administering the disciplinary process for personnel in CAIP, including, but not limited to, examining citizen complaints and conducting administrative reviews.
- Issue performance instruction and, together with the sworn command staff, offer discipline in keeping with Charter §3-185, personnel policy, and any applicable collective bargaining agreement.

- ~~Responsible for the coordination of the interview and hiring process for the Community Support Liaison position~~
- ~~Manage training schedule and activities of the Community Support Liaison Team. In the field training will consist of responding to real-time calls for service, paired with the CSL in training.~~
- Actively triage requests for community engagement of the ~~CSL~~ CAIP Team.
- ~~Provide ongoing feedback and annual performance evaluations for supervisees~~
- Work as partner and act as a liaison from the Burlington Police Department to collaborate with local agencies such as the Agency of Human Services, Howard Center, Burlington Housing Authority, Champlain Housing Trust, Committee on Temporary Shelter, Champlain Valley Agency on Aging, Vermont Tenants, Burlington Code Enforcement, Department of Corrections, University of Vermont, USCRI VT, the Community Justice Center, and other organizations as well as private citizens to assist with navigating the public safety system.
- Provide leadership, develop and maintain relationships with partners for team approach to problem solving. Regularly consult and collaborate with Community Support Liaisons around problem solving related to individual cases and community wide issues.
- Address~~es~~ any individual or team member conflicts by using an array of conflict intervention tools such as: problem solving and mediation. The intervention will be appropriate to the situation, culture and individual, to include progressive discipline.
- Present information about CAIP~~on the CSL~~ to community groups, schools, government agencies, etc.
- Create and maintain up-to-date electronic records related to documentation specific to the Community Support Liaison ~~position~~ and Domestic Violence Victim Advocate positions.
- Engage~~s~~ with various constituency groups in the community to encourage open dialogue with the Police Department, ensure a responsive relationship, and to take the pulse of the needs of our community through engagement.
- Engage constituent groups around interests related to public safety and health.
- Brief the Deputy Chief of Operations ~~Assistant Director of CAIP~~ on the needs and challenges of these constituency groups and make relevant policy recommendations.
- Attend and participate in meetings of constituency groups that request Department participation as deemed productive.
- Responsible for the management and coordination of the City's Sheltering on Public Lands Policy for the Department of Public Works, to include a high degree of communication with various departments through the City.

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- Act as the primary point of contact and coordinator for the CSL Team related to encampment outreach, as a function of the City's Policy on Sheltering on Public Land.
- Maintain data to evaluate the effectiveness of all activities related to CAIP.
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree, and two years of experience in one or more of the following related fields; social work, criminal justice, victim advocacy, or restorative justice with a minimum of one year experience in community-based field work.
- Supervision experience preferred.
- Ability to work in a high paced, dynamic environment.
- Ability to support staff who are actively exposed to trauma and the suffering of others.
- High degree of flexibility and creative problem solving skills necessary.
- Excellent public relations, group development, meeting facilitation and communication skills required.
- Knowledge of Vermont criminal and juvenile justice system preferred.
- Familiarity with City of Burlington preferred.
- Must be able to work evenings as directed.
- Must successfully complete Police Department ~~oral board~~ panel interview and background investigation.
- Ability to clearly communicate complex community modeling issues through training materials, workshops and collaborative problem solving techniques.
- Ability to maintain objectivity in all neighborhood conflict interventions.
- Ability to speak in a public environment.
- Ability to interact with all levels of the general public, Police and other City officials.
- Ability to understand and interact with a wide variety of cultural and ethnic groups.
- Ability to operate in a Windows based environment with spreadsheet, word processing and database software.
- High degree of flexibility and create problem solving skills necessary.

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.

_x_ seeing	_x_ ability to move distances within and between warehouses/offices	__ lifting (specify) __ pounds
__ color perception (red, green, amber)		__ carrying (specify) __ pounds
_x_ hearing/listening	__ climbing	

_x_ clear speech	__ ability to mount and dismount forklift/truck	_X driving (local/over the road)
_x_ touching	_ pushing/pulling	
_x_ dexterity		
_x_ hand		
_x_ finger		
__ reading - basic	__math skills - basic	_x_ analysis/comprehension
_x_ reading – complex	_x_ math skills - complex	_x_ judgment/decision making
__ writing - basic	__ clerical	
_x_ writing - complex		
__ shift work	_x_ outside	__ pressurized equipment
_x_ works alone	__ extreme heat	__ moving objects
_x_ works with others	__ extreme cold	__ high places
_x_ verbal contact w/others	__ noise	__ fumes/odors
_x_ face-to-face contact	__ mechanical equipment	__ hazardous materials
_x_ inside	__ electrical equipment	__ dirt/dust

Supervision:
Directly Supervises: ~~6~~7 Indirectly Supervises: 0

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

Approvals:
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 11/2002 (Revised March 2014), ~~revised March 2024.~~

City of Burlington
Job Description

Position Title: Administrative Assistant – Command Staff

Department: Burlington Police

Reports to: Executive Manager

Pay Grade: 16~~15~~ **Job Code: 1086**

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

General Purpose: This position is responsible for providing administrative support to the Command Staff of the Burlington Police Department, to include the Chief of Police, the Deputy Chiefs, and the Executive Manager~~, and the Assistant Director of CAIP (Crisis, Advocacy, Intervention Programs).~~ The assistant's responsibilities focus on administrative functions, encompassing document control, processing and retrieval of highly confidential information including, but not limited to, information relating to collective bargaining, personnel paperwork, and budgetary matters. This position has extensive interaction with the public.

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.)

- Provide administrative support for Commission meetings as needed, and other public boards, committees and events. This support includes, but is not limited to, compile and prepare agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments with direction from the Executive Manager.
- Act as the liaison between the Chief of Police and department staff, and between the Chief of Police and the public, and state and federal offices.
- Answer telephone, screen calls, refer calls, and take messages for the Command Staff.
- Provide sophisticated calendar management for the Command Staff to optimize time management. Coordinate meetings and prioritize conflicting needs and requests while troubleshooting conflicts; make judgements and recommendations to ensure smooth day-to-day engagements.
- Prioritize, organize, and delegate a variety of administrative tasks; practices and policies, and general office procedures; collecting, opening, reviewing and distributing mail for the Department.
- Provide administrative support to the Command Staff
- Work closely with the Chief of Police to keep the Chief and Command Staff well informed of and prepared for upcoming commitments and responsibilities. Capture outcomes and next steps and facilitate follow up.

- Ensure all paperwork, applications, backup and required documents are received for new employees
- Create and maintain complex and confidential personnel, performance, and medical files and records; maintain filing system of resigned, terminated, and retired employees; assist with ID cards, Retired IDs and LEOSA cards.
- Process authorizations to release personnel files or records for employment matters, inquiries, or employment verifications.
- Schedule supervisor's appointments with Command Staff, employing discretion in committing time, or refer callers to appropriate source of information or service.
- Manage and maintain conference room~~s~~ schedules for both internal and external use.
- Collect and meter outgoing mail, and collect, sort and distribute all incoming department mail at least once daily.
- Facilitate the scheduling of virtual meeting requests for the entire department and provide meeting access links as needed.
- Maintain and update the Burlington Police Department's Website & Intranet sites.
- Maintain confidential information regarding departmental matters; record actions to be taken on sensitive matters; release information to authorize parties and outside sources as directed using diplomacy, tact and solid judgement.
- Draft a variety of correspondence, memos, self-composed letters, minutes, reports, agendas and other confidential documents. Assemble materials and coordinate office functions to meet deadlines.
- Coordinate time, location and participant arrangements for meetings; arrange travel and accommodations as required for the Command Staff.
- Plan, coordinate, and execute Department events
- Provide information on Departmental policies and procedures to the public
- Send correspondence to Department members and the public via number of electronic and Internet means.
- Verify, update and/or maintain records. Update spreadsheets with current and accurate information.
- Be the principal liaison between the Department and the Queen City Police Foundation, assisting in its operations and coordinating the efforts of the Foundation with the strategic plan of the Department.
- Work with the Police Chief, Executive Manager, Redaction Specialist, and Recruitment to develop social media and recruitment materials, adhering to the Police Department's brand and style guides.
- Plan and administer the department's annual Community Academy
- Process training request forms and provide cost estimates
- Make travel and lodging arrangements for training courses and/or for members conducting police business outside of the city
- Update and maintain the Department's training and certification records
- Create, maintain and update the master training spreadsheets.
- Perform a variety of administrative duties in support of the department's functions.

Non-Essential Job Functions:

- Performs other duties as required.

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Qualifications/Basic Job Requirements:

- ~~Completion of~~ Bachelor's Degree and two ~~years experience~~years' experience. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- ~~; or an Associate's Degree and three years experience; or a high school diploma or equivalent and five years experience in an office environment as an Executive Administrator required.~~
- Demonstrated knowledge of departmental policies, procedures and legal requirements preferred.
- Ability to manage and implement police administration projects of moderate complexity.
- Ability to issue accurate and concise statements in written and oral form to the press and the public
- Ability to learn specific laws, ordinances, codes and regulations applicable to the operations of assigned department.
- Ability to research records pertaining to City Council and other documents related to City business.
- Demonstrated advanced working knowledge of multiple software office products, including Microsoft word and excel, access, Power point and specifically Dreamweaver preferred.
- Ability to plan, develop and implement office procedures and make decisions on priority and scheduling of work.
- Ability to work in a team environment, while also being self-directed.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to adapt to changing job duties and be able to multi-task.
- Ability to assume administrative responsibility and carry out tasks with minimal instruction.
- Ability to plan, organize and coordinate workload.
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to work evenings, weekends, special events, and holidays as required.
- Upon conditional offer of employment, candidate must successfully complete a background check.

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.

_x_ seeing	_x_ ability to move distances within and between warehouses/offices	_x_ lifting (specify) _10_ pounds
_x_ color perception (red, green, amber)		_x_ carrying (specify) _10_ pounds
_x_ hearing/listening	__ climbing	

_x_ clear speech	__ ability to mount and dismount forklift/truck	_x_ driving (local/over the road)
_x_ touching	_ pushing/pulling	
_x_ dexterity		
_x_ hand		
_x_ finger		
_x_ reading - basic	_x_ math skills - basic	__ analysis/comprehension
_x_ reading – complex	__ math skills - complex	_x_ judgment/decision making
__ writing - basic	_x_ clerical	
_x_ writing - complex		
__ shift work	__ outside	__ pressurized equipment
__ works alone	__ extreme heat	__ moving objects
_x_ works with others	__ extreme cold	__ high places
_x_ verbal contact w/others	__ noise	__ fumes/odors
_x_ face-to-face contact	__ mechanical equipment	__ hazardous materials
__ inside	__ electrical equipment	__ dirt/dust

Supervision:

Directly Supervises: ____ 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.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

City of Burlington
Job Description

Position Title: Administrative Assistant – Command Staff

Department: Burlington Police

Reports to: Executive Manager

Pay Grade: 16 **Job Code: 1086**

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

General Purpose: This position is responsible for providing administrative support to the Command Staff of the Burlington Police Department, to include the Chief of Police, the Deputy Chiefs, and the Executive Manager. The assistant's responsibilities focus on administrative functions, encompassing document control, processing and retrieval of highly confidential information including, but not limited to, information relating to collective bargaining, personnel paperwork, and budgetary matters. This position has extensive interaction with the public.

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.)

- Provide administrative support for Commission meetings as needed, and other public boards, committees and events. This support includes, but is not limited to, compile and prepare agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments with direction from the Executive Manager.
- Act as the liaison between the Chief of Police and department staff, and between the Chief of Police and the public, and state and federal offices.
- Answer telephone, screen calls, refer calls, and take messages for the Command Staff.
- Provide sophisticated calendar management for the Command Staff to optimize time management. Coordinate meetings and prioritize conflicting needs and requests while troubleshooting conflicts; make judgements and recommendations to ensure smooth day-to-day engagements.
- Prioritize, organize, and delegate a variety of administrative tasks; practices and policies, and general office procedures; collecting, opening, reviewing and distributing mail for the Department.
- Provide administrative support to the Command Staff
- Work closely with the Chief of Police to keep the Chief and Command Staff well informed of and prepared for upcoming commitments and responsibilities. Capture outcomes and next steps and facilitate follow up.

- Ensure all paperwork, applications, backup and required documents are received for new employees
- Create and maintain complex and confidential personnel, performance, and medical files and records; maintain filing system of resigned, terminated, and retired employees; assist with ID cards, Retired IDs and LEOSA cards.
- Process authorizations to release personnel files or records for employment matters, inquiries, or employment verifications.
- Schedule supervisor's appointments with Command Staff, employing discretion in committing time, or refer callers to appropriate source of information or service.
- Manage and maintain conference room schedules for both internal and external use.
- Collect and meter outgoing mail, and collect, sort and distribute all incoming department mail at least once daily.
- Facilitate the scheduling of virtual meeting requests for the entire department and provide meeting access links as needed.
- Maintain and update the Burlington Police Department's Website & Intranet sites.
- Maintain confidential information regarding departmental matters; record actions to be taken on sensitive matters; release information to authorize parties and outside sources as directed using diplomacy, tact and solid judgement.
- Draft a variety of correspondence, memos, self-composed letters, minutes, reports, agendas and other confidential documents. Assemble materials and coordinate office functions to meet deadlines.
- Coordinate time, location and participant arrangements for meetings; arrange travel and accommodations as required for the Command Staff.
- Plan, coordinate, and execute Department events
- Provide information on Departmental policies and procedures to the public
- Send correspondence to Department members and the public via number of electronic and Internet means.
- Verify, update and/or maintain records. Update spreadsheets with current and accurate information.
- Be the principal liaison between the Department and the Queen City Police Foundation, assisting in its operations and coordinating the efforts of the Foundation with the strategic plan of the Department.
- Work with the Police Chief, Executive Manager, Redaction Specialist, and Recruitment to develop social media and recruitment materials, adhering to the Police Department's brand and style guides.
- Plan and administer the department's annual Community Academy
- Process training request forms and provide cost estimates
- Make travel and lodging arrangements for training courses and/or for members conducting police business outside of the city
- Update and maintain the Department's training and certification records
- Create, maintain and update the master training spreadsheets.
- Perform a variety of administrative duties in support of the department's functions.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree and two years' experience. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Demonstrated knowledge of departmental policies, procedures and legal requirements preferred.
- Ability to manage and implement police administration projects of moderate complexity.
- Ability to issue accurate and concise statements in written and oral form to the press and the public
- Ability to learn specific laws, ordinances, codes and regulations applicable to the operations of assigned department.
- Ability to research records pertaining to City Council and other documents related to City business.
- Demonstrated advanced working knowledge of multiple software office products, including Microsoft word and excel, access, Power point and specifically Dreamweaver preferred.
- Ability to plan, develop and implement office procedures and make decisions on priority and scheduling of work.
- Ability to work in a team environment, while also being self-directed.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to adapt to changing job duties and be able to multi-task.
- Ability to assume administrative responsibility and carry out tasks with minimal instruction.
- Ability to plan, organize and coordinate workload.
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to work evenings, weekends, special events, and holidays as required.
- Upon conditional offer of employment, candidate must successfully complete a background check.

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.

_x_ seeing _x_ ability to move distances _x_ lifting (specify)

_x_ color perception (red, green, amber)	within and between warehouses/offices	_10_ pounds
_x_ hearing/listening	__ climbing	_x_ carrying (specify)
_x_ clear speech	__ ability to mount and dismount forklift/truck	_10_ pounds
_x_ touching	_ pushing/pulling	_x_ driving (local/over the road)
_x_ dexterity		
_x_ hand		
_x_ finger		
_x_ reading - basic	_x_ math skills - basic	__ analysis/comprehension
_x_ reading – complex	__ math skills - complex	_x_ judgment/decision
__ writing - basic	_x_ clerical	making
_x_ writing - complex		
__ shift work	__ outside	__ pressurized equipment
__ works alone	__ extreme heat	__ moving objects
_x_ works with others	__ extreme cold	__ high places
_x_ verbal contact w/others	__ noise	__ fumes/odors
_x_ face-to-face contact	__ mechanical equipment	__ hazardous materials
__ inside	__ electrical equipment	__ dirt/dust

Supervision:

Directly Supervises: ____ 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.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

City of Burlington
Job Description

Position Title: Executive Manager
Department: Burlington Police Department
Reports to: Chief of Police
Pay Grade: 22 ~~23~~21 **Job Code**: 1605~~TBD~~
Exempt/Non-Exempt: Exempt **Union**: n/a

General Purpose: This position is responsible for providing executive-level project management and fiscal oversight for the Burlington Police Department and the Chief of Police, and serves as a professional (non-sworn) member of the command staff. The Executive Manager provides project management services including identifying, planning, researching, organizing, managing, coordinating, and executing projects designed to improve the BPD and the way it serves the people of Burlington. The Executive Manager also ensures effective achievement of the BPD's strategic goals, and helps to maintain the efficiency of the department. This includes conducting confidential inquiries on internal matters on the Chief's behalf. The Executive Manager administers the office of the Chief of Police, and manages department workflows, including the prioritization and distribution of tasks. The Executive Manager oversees fiscal operations – including budget development, monitoring, forecasting, and ensuring responsible allocation of resources – to support informed decision-making and maintain the financial health of the department.

The Executive Manager oversees the Police/Fire Accountant, the Purchasing/Accounts Payable Specialist, the Redaction Specialist, ~~Business Manager and the Business Manager's direct reports, the Public Information & Community Engagement Coordinator and that position's direct report~~, the Police Receptionist, and the Administrative Assistant to Command Staff. The Executive Manager demands a deep knowledge of the BPD's policing operations and Burlington's crime and quality-of-life conditions, and the Executive Manager assists in the development of the BPD's responses to those conditions. Accordingly, the Executive Manager must have intimate knowledge of the city's communities and constituencies.

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.)

~~**Business and Project Management**~~

- Facilitate the strategic planning of the department with the Chief of Police and Command Staff. For new policies and/or activities or initiatives resulting from such planning, conduct research and provide advice on the implementation of plans and the impact of plans to day-to-day operations and long-term goals.
- Manage relationships with stakeholders, City Councilors, Committees, Commissions, other City departments on those strategic goals.
- Supervise the ~~Business Manager and, through that position, the Business Manager's direct reports (the~~ Purchasing & ~~Facilities~~ Accounts Payable Specialist~~Manager and~~, the Fire/Police Accountant).
- Supervise the ~~Public Information & Community Engagement Coordinator and, through that position, the~~ Redaction Specialist.
- Supervise the Administrative Assistant to Command Staff and the Police Receptionist.
- Set priorities and plan workload to meet deadlines and achieve department objectives. Distribute/delegate responsibilities and critical tasks amongst staff.
- Track the status of projects, provide coordination, identify areas of concern, and lead meetings or other activities necessary to maintain project schedules.
- Assess the workflow of the department. Recommend and implement organizational changes and process improvements, with a focus on supporting staff growth, increasing efficiency, and consistently delivering services to the public.
- Develop, maintain, analyze, report and problem solve on a variety of BPD information, including, but not limited to, personnel, financial information, operating statistics, etc requiring the exercise of discretion, independent judgment, and with no supervision.
- Research, draft, post, and manage any department RFPs. Coordinate pending contracts, timelines, implementation, deadlines, and final deliverables.
- Provide monitoring of strategies, plans and policies as they relate to the administration of BPD.
- ~~Maintain and update Burlington Police Department's Website and Intranet sites.~~
- Compile information for narrative, fiscal and statistical reports, determine appropriate report format. May contact officials, City employees or other agencies to secure data. Help with the creation of the police department's Annual Report
-
- Manage and assist in the implementation of selected projects and innovations on behalf of the chief of police.
- ~~Answer questions relating to researching information and relaying explanations of laws, policies, and procedures; refer matters requiring policy decisions.~~
- ~~Help with the creation of the police department's Annual Report~~
- Responsible for department policy and directive review, edits, and revisions. Work collaboratively with all stakeholders to include the City, the Police Commission, and affected labor unions on revisions and new policy.

- Coordinate with COB I&T on issues, concerns, or special project integrations. Track IT needs within BPD and collaborate with COB I&T on solutions.
- Point of Contact for radio infrastructure, radio service and repair needs.
- Maintain, renew, assess BPD's core investigative law enforcement software solutions that are separate from COB I&T's role.
- Responsible for building maintenance & operations, service needs, and annual service contracts (HVAC, generator, fire systems, etc).
- Plan, oversee, and manage the social media and advertising/marketing recruitment efforts for the Police Department.
- Under direction of the Police Chief, plan, research, develop, coordinate, and implement programs, events, strategies, and community-focused activities.
- Lead development of BPD's budget in conjunction with the Chief of Police, including developing and presenting procedures, requirements, instructions, and schedules for budget input, review, and modification.
- In coordination with the CAO and Director of Finance, oversee standards and procedures to guide the administration of the BPD's organizational budgeting.
- Design and implement budget policies and procedures within BPD to ensure budget spending accountability and proper allocation of funds.
- Review and approve credit card charges and monthly reconciliation.
- Prepare or review requests for budget amendments to ensure budget control, and present same to the Board of Finance and/or City Council.
- Conduct budget and financial requirement analyses on BPD operations and projects.
- Work with the CAO, Director of Finance, Capital Programs Director, and Fleet Committee to integrate capital budgets, fleet expenditures, bond authorizations, and multi-year capital planning for BPD's needs. Provide oversight and integration of capital needs into the BPD's overall budget planning and preparations.
- Develop, direct, and support the implementation of financial and statistical measures to evaluate the existing and future financial environment of the BPD.
- Present and explain complex budgetary and financial analyses and make sound recommendations to the Chief of Police and CAO. Participate in presentations as necessary to inform the public about the BPD's budget and financial condition.
- Oversee and implement all accounting-related functions of the BPD, including but not limited to purchasing, inventory, and service contracts.
- Provide oversight and tracking of the BPD's month, quarterly, and yearly reconciliations to ensure they are current and complete. Report these reconciliations to the Chief of Police on a monthly, quarterly, and yearly basis. Flag outstanding issues outside these schedules as necessary.
- Review and submit weekly invoice batches for payment
- Review and approve purchase orders

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- Serve as the department's "Grant Administrator", ensuring compliance, tracking expenditures, and coordinating with city's grant team and local and federal agencies.
- Administer and audit the Equitable Sharing Program to ensure federal compliance and proper utilization of funds.

~~**Executive Support to the Command Staff**~~

- In the manner of a Chief of Staff, facilitate the day-to-day activities of the Police Department's Command Staff with frequent interaction with all City organizational levels, the public, other law enforcement agencies, vendors and others, both in person, and via email and telephone.
- ~~Act as the liaison between the Chief of Police and department staff, and between the Chief of Police and the public and state and federal offices.~~
- Attend Board, Commission, and Committee meetings, as needed, on items regarding the Department.
- ~~Prioritize, organize, and delegate a variety of administrative tasks; practices and policies, and general department procedures.~~
- Maintain confidential information regarding departmental matters, including union negotiations; record actions to be taken on sensitive matters; release information to authorize parties, attorneys or the press.
- Process authorizations to release personnel files or records for employment matters, inquiries, or employment verifications.
- Maintain up-to-date job descriptions for all BPD's positions, update organizational chart, and coordinate HR documents for signature.
- ~~Work closely with the Chief of Police to keep the Chief well informed of and prepared for upcoming commitments and responsibilities. Capture outcomes and next steps and facilitate follow-up.~~
- ~~Coordinate with the Public Information Officer on statements to print, radio and television media as the chief's designated spokesperson. Oversee the preparation and distribution of press releases and informational documents to the press and public with the Public Information Officer.~~
- ~~Gather facts and information about police incidents of importance to the city and the department and prepare informational briefings about these matters as needed.~~
- ~~Work closely with crime and intelligence analysts, investigators and police supervisors to ascertain information about critical incidents for the purpose of briefing the chief and the command staff.~~
- Oversee execution of Department functions and events.
- Respond to public requests for information, resolve complaints, inaccuracies in documentation, or other situations requiring diplomacy and tact.

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- ~~Be the principal liaison between the Department and the Queen City Police Foundation, assisting in its operations and coordinating the efforts of the Foundation with the strategic plan of the Department~~.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications / Basic Job Requirements:

- Completion of Bachelor's Degree and two years' experience preferred; or an Associate's Degree and three years' experience; or a high school diploma or equivalent and five years' experience in an office environment as an Executive Administrator required.
- Must maintain strict confidentiality with extremely sensitive material.
- Demonstrated knowledge of departmental policies, procedures and legal requirements preferred.
- Ability to manage and implement police administration projects of moderate complexity.
- Ability to issue accurate and concise statements in written and oral form to the press and the public.
- Ability to learn specific laws, ordinances, codes and regulations applicable to the operations of assigned department.
- Ability to research records pertaining to City Council and other documents related to City business.
- Demonstrated advanced working knowledge of multiple software office products, including Microsoft word and excel, access, Power point and specifically Dreamweaver preferred.
- Ability to plan, develop and implement office procedures and make decisions on priority and scheduling of work.
- Must have a high level of personal creativity, initiative, and enthusiasm.
- Ability to work in a team environment, while also being self-directed and have highly developed interpersonal skills.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to adapt to changing job duties and be able to multi-task.
- Ability to assume administrative responsibility and carry out tasks with minimal instruction.
- Ability to plan, organize and coordinate workload.

- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to be flexible, a problem-solver and critical thinker.
- Ability to work evenings, weekends, special events, and holidays as required.
- Upon conditional offer of employment, candidate must successfully complete a background check.

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.

_x_ seeing	_x_ ability to move distances within and between warehouses/offices	_x_ lifting (specify) _10_ pounds
_x_ color perception (red, green, amber)	__ climbing	_x_ carrying (specify) _10_ pounds
_x_ hearing/listening	__ ability to mount and dismount forklift/truck	_x_ driving (local/over the road)
_x_ clear speech	_ pushing/pulling	
_x_ touching		
_x_ dexterity		
_x_ hand		
_x_ finger		
_x_ reading - basic	_x_ math skills - basic	__ analysis/comprehension
_x_ reading – complex	__ math skills - complex	_x_ judgment/decision making
__ writing - basic	_x_ clerical	
_x_ writing - complex		
__ shift work	__ outside	__ pressurized equipment
__ works alone	__ extreme heat	__ moving objects
_x_ works with others	__ extreme cold	__ high places
_x_ verbal contact w/others	__ noise	__ fumes/odors
_x_ face-to-face contact	__ mechanical equipment	__ hazardous materials
__ inside	__ electrical equipment	__ dirt/dust

Supervision:
Directly Supervises: 3 Indirectly Supervises: 3

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

Approvals:
Department Head: _____ Date: _____

Human Resources: _____ Date: _____
# # #

City of Burlington
Job Description

Position Title: Executive Manager
Department: Burlington Police Department
Reports to: Chief of Police
Pay Grade: 22 **Job Code**: 1605
Exempt/Non-Exempt: Exempt **Union**: n/a

General Purpose: The Executive Manager serves as a civilian member of the command staff for the Burlington Police Department, providing executive-level project management, strategic leadership, and fiscal oversight in direct support of the Chief of Police. This position leads the planning, coordination, and execution of department-wide initiatives to advance organizational effectiveness, operational efficiency, and community service. The Executive Manager oversees budget development and financial management, manages departmental workflows, and supervises key administrative and financial staff. With comprehensive knowledge of departmental operations and the community, the Executive Manager supports informed decision-making, strategic goal attainment, and responsive policing aligned with the City's public safety and quality-of-life priorities.

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.)

- Facilitate the strategic planning of the department with the Chief of Police and Command Staff. For new policies and/or activities or initiatives resulting from such planning, conduct research and provide advice on the implementation of plans and the impact of plans to day-to-day operations and long-term goals.
- Manage relationships with stakeholders, City Councilors, Committees, Commissions, other City departments on those strategic goals.
- Supervise the Purchasing & Accounts Payable Specialist, the Fire/Police Accountant).
- Supervise the Redaction Specialist.
- Supervise the Administrative Assistant to Command Staff and the Police Receptionist.
- Set priorities and plan workload to meet deadlines and achieve department objectives. Distribute/delegate responsibilities and critical tasks amongst staff.
- Track the status of projects, provide coordination, identify areas of concern, and lead meetings or other activities necessary to maintain project schedules.

- Assess the workflow of the department. Recommend and implement organizational changes and process improvements, with a focus on supporting staff growth, increasing efficiency, and consistently delivering services to the public.
- Develop, maintain, analyze, report and problem solve on a variety of BPD information, including, but not limited to, personnel, financial information, operating statistics, etc requiring the exercise of discretion, independent judgment, and with no supervision.
- Research, draft, post, and manage any department RFPs. Coordinate pending contracts, timelines, implementation, deadlines, and final deliverables.
- Provide monitoring of strategies, plans and policies as they relate to the administration of BPD.
- Compile information for narrative, fiscal and statistical reports, determine appropriate report format. May contact officials, City employees or other agencies to secure data. Help with the creation of the police department's Annual Report
- Manage and assist in the implementation of selected projects and innovations on behalf of the chief of police.
- Responsible for department policy and directive review, edits, and revisions. Work collaboratively with all stakeholders to include the City, the Police Commission, and affected labor unions on revisions and new policy.
- Coordinate with COB I&T on issues, concerns, or special project integrations. Track IT needs within BPD and collaborate with COB I&T on solutions.
- Point of Contact for radio infrastructure, radio service and repair needs.
- Maintain, renew, assess BPD's core investigative law enforcement software solutions that are separate from COB I&T's role.
- Responsible for building maintenance & operations, service needs, and annual service contracts (HVAC, generator, fire systems, etc).
- Plan, oversee, and manage the social media and advertising/marketing recruitment efforts for the Police Department.
- Under direction of the Police Chief, plan, research, develop, coordinate, and implement programs, events, strategies, and community-focused activities.
- Lead development of BPD's budget in conjunction with the Chief of Police, including developing and presenting procedures, requirements, instructions, and schedules for budget input, review, and modification.
- In coordination with the CAO and Director of Finance, oversee standards and procedures to guide the administration of the BPD's organizational budgeting.
- Design and implement budget policies and procedures within BPD to ensure budget spending accountability and proper allocation of funds.
- Review and approve credit card charges and monthly reconciliation.
- Prepare or review requests for budget amendments to ensure budget control, and present same to the Board of Finance and/or City Council.
- Conduct budget and financial requirement analyses on BPD operations and projects.

- Work with the CAO, Director of Finance, Capital Programs Director, and Fleet Committee to integrate capital budgets, fleet expenditures, bond authorizations, and multi-year capital planning for BPD's needs. Provide oversight and integration of capital needs into the BPD's overall budget planning and preparations.
- Develop, direct, and support the implementation of financial and statistical measures to evaluate the existing and future financial environment of the BPD.
- Present and explain complex budgetary and financial analyses and make sound recommendations to the Chief of Police and CAO. Participate in presentations as necessary to inform the public about the BPD's budget and financial condition.
- Oversee and implement all accounting-related functions of the BPD, including but not limited to purchasing, inventory, and service contracts.
- Provide oversight and tracking of the BPD's month, quarterly, and yearly reconciliations to ensure they are current and complete. Report these reconciliations to the Chief of Police on a monthly, quarterly, and yearly basis. Flag outstanding issues outside these schedules as necessary.
- Review and submit weekly invoice batches for payment
- Review and approve purchase orders
- Serve as the department's "Grant Administrator", ensuring compliance, tracking expenditures, and coordinating with city's grant team and local and federal agencies.
- Administer and audit the Equitable Sharing Program to ensure federal compliance and proper utilization of funds.
- In the manner of a Chief of Staff, facilitate the day-to-day activities of the Police Department's Command Staff with frequent interaction with all City organizational levels, the public, other law enforcement agencies, vendors and others, both in person, and via email and telephone.
- Attend Board, Commission, and Committee meetings, as needed, on items regarding the Department.
- Maintain confidential information regarding departmental matters, including union negotiations; record actions to be taken on sensitive matters; release information to authorize parties, attorneys or the press.
- Process authorizations to release personnel files or records for employment matters, inquiries, or employment verifications.
- Maintain up-to-date job descriptions for all BPD's positions, update organizational chart, and coordinate HR documents for signature.
- Oversee execution of Department functions and events.
- Respond to public requests for information, resolve complaints, inaccuracies in documentation, or other situations requiring diplomacy and tact.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications / Basic Job Requirements:

- Completion of Bachelor's Degree and two years' experience preferred; or an Associate's Degree and three years' experience; or a high school diploma or equivalent and five years' experience in an office environment as an Executive Administrator required.
- Must maintain strict confidentiality with extremely sensitive material.
- Demonstrated knowledge of departmental policies, procedures and legal requirements preferred.
- Ability to manage and implement police administration projects of moderate complexity.
- Ability to issue accurate and concise statements in written and oral form to the press and the public.
- Ability to learn specific laws, ordinances, codes and regulations applicable to the operations of assigned department.
- Ability to research records pertaining to City Council and other documents related to City business.
- Demonstrated advanced working knowledge of multiple software office products, including Microsoft word and excel, access, Power point and specifically Dreamweaver preferred.
- Ability to plan, develop and implement office procedures and make decisions on priority and scheduling of work.
- Must have a high level of personal creativity, initiative, and enthusiasm.
- Ability to work in a team environment, while also being self-directed and have highly developed interpersonal skills.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to adapt to changing job duties and be able to multi-task.
- Ability to assume administrative responsibility and carry out tasks with minimal instruction.
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- Ability to be flexible, a problem-solver and critical thinker.
- Ability to work evenings, weekends, special events, and holidays as required.
- Upon conditional offer of employment, candidate must successfully complete a background check.

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_x_ color perception (red, green, amber)	__ climbing	_x_ carrying (specify) _10_ pounds
_x_ hearing/listening	__ ability to mount and dismount forklift/truck	_x_ driving (local/over the road)
_x_ clear speech	_ pushing/pulling	
_x_ touching		
_x_ dexterity		
_x_ hand		
_x_ finger		
_x_ reading - basic	_x_ math skills - basic	__ analysis/comprehension
_x_ reading – complex	__ math skills - complex	_x_ judgment/decision making
__ writing - basic	_x_ clerical	
_x_ writing - complex		
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__ inside	__ electrical equipment	__ dirt/dust

Supervision:
Directly Supervises: 3 Indirectly Supervises: 3

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

Approvals:
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Reclassification Request Form

Personnel Information Questionnaire

The purpose of this form is to solicit information which will be used to determine whether a position is appropriately classified due to a significant change in the duties, responsibilities on a permanent basis and/or qualification requirements that are not part of the current job duties as a result of changes in workload demands, expansion of responsibilities, reorganization, or efficiencies, etc. Human Resources will review this reclassification request form and determine if a reclassification review is warranted. Per policy, a review may result in a higher, lower, or the same grade.

This process follows the procedures outlined in the AFSCME Collective Bargaining Agreement and Personnel Policy Manual is intended to ensure positions are properly classified in accordance with job content, not individual performance.

Instructions: complete the following sections and attached any necessary documents

A complete reclassification request must include the following:

Submitter	Required Items
Employee	• Completed and signed form • Supporting documentation (optional, e.g., examples of changed duties)
Manager	• Completed and signed form • Updated position description (using *Track Changes* in Word) • Supporting rationale or organizational chart (if applicable)

Submission:
All materials should be sent to Human Resources, who will review the request to determine whether a reclassification study is warranted under the AFSCME CBA or Personnel Policy Manual.

Section 1: Current Position Information and Responsibilities

1. Current Employee Name or Vacant: Shibe Couchman
2. Department and Division: Police / Administration
3. Manager's Name: Shannon Trammell
4. Current Grade and Title: 15
5. How many employees hold this role: 1
6. If associated with a union, which one? N/A - Non-Union

Section 2: Current Job Descriptions

List in order of importance, three or four of the major current functions or responsibilities of your job. A couple of descriptive words or a short sentence is enough. Estimate the approximate percent of your time spent on each of the duties you perform. Keep in mind that some jobs operate in annual cycles, so you might wish to calculate your percentages from an annual basis (e.g., 10% of your work per year is allocated to the preparation of the annual budget projections or snow plowing, plant maintenance, while 20% is in budget generation and 10% in audit functions, etc.). If your job has a daily routine which does not change significantly, calculate the percentage on a daily basis (e.g., 25% of you day involves maintenance or administrative work, 10% filing, cleaning the shop etc.).

Percent of Time	Frequency the task is perform (daily, weekly, monthly, quarterly, yearly)	Responsibility or Function (in order of importance)
90%	Daily	Administrative - schedules, calendars, meetings, employee files, etc.

Section 3: Changes to Duties and Responsibilities

Outline the new or changed duties that may warrant a review of the position's classification. Include factors such as increased complexity, new technical or supervisory responsibilities, or specialized knowledge. In addition, identify duties and/or responsibilities that have been eliminated or reassigned.

Percent of Time	Frequency the task is perform (daily, weekly, monthly, quarterly, yearly)	Responsibility or Function (in order of importance)	Are these duties new or reassigned from another position(s)*
20%	Daily	Social media media creation - images, videos	Yes
30%	Daily	Training arrangements, training tracking, scheduling	Yes

*If you answered "yes", duties have been reassigned from another position, please identify that position title here.

Training Corrdinator - RIF'd
Public Information & Engagement Coordinator - RIF'd

Has the current employee performed the above duties and responsibilities as assigned by their manager for at least six months? [Yes] No

Will the above duties and responsibilities stay with the position indefinitely (i.e., even if the current employee leaves the position?) [Yes] No

Describe why it is necessary to assign this work to this position (i.e., indicate why other positions cannot perform the work):

Because the two positions previsously responsible for these functions were eliminated, there is no remaining role to absorb these essential tasks. Assigning this work to the Command Assistant is operationally logical, as oversight of these responsiblities aligns directly with the Executive Manager to whom this role reports. Additionally, as a non-union position, this role provides the flexibility and continuity needed to maintain efficiency to ensure uninterrupted workflows.

Section 4: Service and/or Fiscal Impact

If these tasks are not performed (or are eliminated), what would be the impact on service delivery or operations?

If these tasks are not performed, required certifications for officers could lapse, directly impacting compliance and operations. The department's training efforts - which are fundamental to safe and effective operations - would be disrupted. In addition, the department's strategic goals related to community engagement and recruitment initiatives, and public communication would suffer, as these rely on consistent social media activity and well-coordinated community interactions.

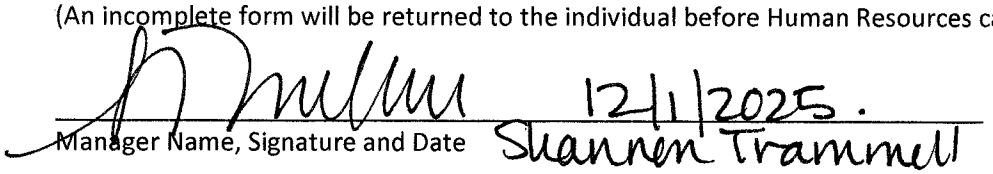
Section 5: Additional information to be considered. Please provide any other relevant details to support this request:

Section 6: Review and Approval Signatures

12/1/2025

Employee Name, Signature and Date Shibe Couchman

(An incomplete form will be returned to the individual before Human Resources can review it


12/1/2025.

Manager Name, Signature and Date Shannen Trammell

Section 7: HR Use Only

(To be completed by HR after initial review)

Review Step	Date	Reviewer	Notes
Request Received			
Initial Review Complete			
Classification Study Required	Yes No		
Reclassification Determination			
Effective Date (if applicable)			

Reclassification Request Form

Personnel Information Questionnaire

The purpose of this form is to solicit information which will be used to determine whether a position is appropriately classified due to a significant change in the duties, responsibilities on a permanent basis and/or qualification requirements that are not part of the current job duties as a result of changes in workload demands, expansion of responsibilities, reorganization, or efficiencies, etc. Human Resources will review this reclassification request form and determine if a reclassification review is warranted. Per policy, a review may result in a higher, lower, or the same grade.

This process follows the procedures outlined in the AFSCME Collective Bargaining Agreement and Personnel Policy Manual is intended to ensure positions are properly classified in accordance with job content, not individual performance.

Instructions: complete the following sections and attached any necessary documents

A complete reclassification request must include the following:

Submitter	Required Items
Employee	• Completed and signed form • Supporting documentation (optional, e.g., examples of changed duties)
Manager	• Completed and signed form • Updated position description (using *Track Changes* in Word) • Supporting rationale or organizational chart (if applicable)

Submission:
All materials should be sent to Human Resources, who will review the request to determine whether a reclassification study is warranted under the AFSCME CBA or Personnel Policy Manual.

Section 1: Current Position Information and Responsibilities

1. Current Employee Name or Vacant: Shannon Trammell
2. Department and Division: Police / Administration
3. Manager's Name: Shawn Burke
4. Current Grade and Title: 21 - Executive Manager
5. How many employees hold this role: 1
6. If associated with a union, which one? N/A

Section 2: Current Job Descriptions

List in order of importance, three or four of the major current functions or responsibilities of your job. A couple of descriptive words or a short sentence is enough. Estimate the approximate percent of your time spent on each of the duties you perform. Keep in mind that some jobs operate in annual cycles, so you might wish to calculate your percentages from an annual basis (e.g., 10% of your work per year is allocated to the preparation of the annual budget projections or snow plowing, plant maintenance, while 20% is in budget generation and 10% in audit functions, etc.). If your job has a daily routine which does not change significantly, calculate the percentage on a daily basis (e.g., 25% of you day involves maintenance or administrative work, 10% filing, cleaning the shop etc.).

Percent of Time	Frequency the task is perform (daily, weekly, monthly, quarterly, yearly)	Responsibility or Function (in order of importance)
50%	daily	building out + implementation of new software initiatives, workflows
70%	daily	administrative work

Section 3: Changes to Duties and Responsibilities

Outline the new or changed duties that may warrant a review of the position's classification. Include factors such as increased complexity, new technical or supervisory responsibilities, or specialized knowledge. In addition, identify duties and/or responsibilities that have been eliminated or reassigned.

Percent of Time	Frequency the task is perform (daily, weekly, monthly, quarterly, yearly)	Responsibility or Function (in order of importance)	Are these duties new or reassigned from another position(s)*
70%	Daily	Budget, A/R, A/P, equitable sharing	Yes
20-40%	Daily (depends on projects in progress)	building maintenance, building construction projects	No
10%	Daily	Plan and coordinate social media efforts + recruitment campaigns	Yes

*If you answered "yes", duties have been reassigned from another position, please identify that position title here.

Public Information Officer & Engagement Coordinator - RIF'd
Business Manager - RIF'd

Has the current employee performed the above duties and responsibilities as assigned by their manager for at least six months? [Yes] No

Will the above duties and responsibilities stay with the position indefinitely (i.e., even if the current employee leaves the position?) [Yes] No

Describe why it is necessary to assign this work to this position (i.e., indicate why other positions cannot perform the work):

The Business Manager position was to be reorganized as the "Budget Manager" position after staff in the Business Manager role retired. That reorganization never happened, due to budget constraints,and that position was eliminated, leaving no dedicated position remaining to manage the critical budget responsiblities.The Executive Manager is the only role positioned to absorb these functions, ensuring fiscal oversight,continuity, and accountability. The additional workload reflects responsibilities that are outisde the original scope of the Executive Manager's role.

Section 4: Service and/or Fiscal Impact

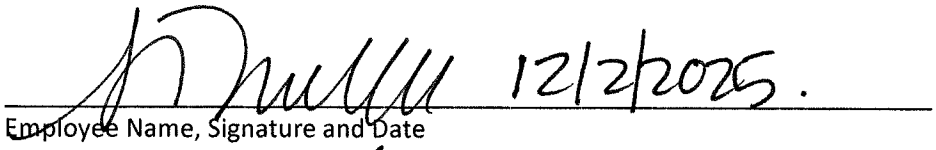
If these tasks are not performed (or are eliminated), what would be the impact on service delivery or operations?

Failure to maintain proper budget oversight would put the department at risk of delayed purchasing, compliance issues, and interrupted operational support. Essential spending, grants, reimbursements, and allocation decisions would stall, affecting staffing, equipment, and service capacity. Ultimately, the absence of these budget functions would directly undermine organizational stability and department effectiveness.

Section 5: Additional information to be considered. Please provide any other relevant details to support this request:

During the Police Chief recruitment process, the IACP specifically identified the Executive Manager role as essential to supporting a new Chief's transition into the department. With a new leader needing time to understand patrol oeprations, investigations, community relationships, and internal processes, this role provides continuity by maintaining stable fiscal and administrative functions. Ensuring steady financial operations during that leadership onboarding period is critical to prevent disruption and maintain organizational momentum.

Section 6: Review and Approval Signatures



Employee Name, Signature and Date

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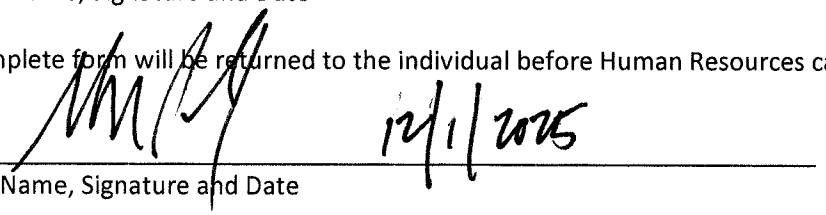

Manager Name, Signature and Date

Section 7: HR Use Only

(To be completed by HR after initial review)

Review Step	Date	Reviewer	Notes
Request Received			
Initial Review Complete			
Classification Study Required	Yes No		
Reclassification Determination			
Effective Date (if applicable)			

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Police Department Submitter: Shawn P. Burke

Title/Subject: Position Elimination – Reclassifications within the Police Department

Approval Requested:		Meeting Date:
☒	Board of Finance	3/9/2026
☒	City Council	3/23/2026
☐	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	2/27/2026	Shawn P. Burke, Interim COP
Mayor's Office	Yes	3/3/2026	Kara Alnasrawi, Interim Chief of Staff
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	2/27/2026	Hayley McClenahan, Assistant City Attorney
CAO for budget, financing, and memo	Yes	2/27/2026	Katherine Schad, CAO
Human Resources, if personnel action or policy	Yes	2/27/2026	Lynn Reagan, HR Director
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

TO: City of Burlington, City Council

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

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

DATE: March 23, 2026

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

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REQUEST

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

Background

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

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

Over the last year, the Patrick Leahy Burlington International Airport has engaged Transportation Network Companies, specifically Lyft, Inc. (hereinafter "Lyft") and Raiser LLC (hereinafter "Raiser) whom is a subsidiary of Uber Technologies ("Uber") to raise the rates for pick-up and drop-off operations occurring at the Patrick Leahy Burlington International Airport. Additional discussions were had to solidify automatic adjustments in future years. The proposed MOU will be for a period of six (6) years.

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

The following is the agreed upon rates:

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

Financials

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

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

** Estimated 3% increase in trips.*

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

PROPOSED MOTION:

City Council:

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

OPERATING AGREEMENT

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

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

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

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

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

1. "Digital Network" means an online-enabled application, website, or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.

2. "Personal Vehicle" means the personal, privately-owned motor vehicle used by a TNC Driver that is not a taxicab, limousine, or commercial vehicle.

3. "TNC Driver" means an individual who uses his or her Personal Vehicle to provide services for riders matched through TNC's Digital Network.

4. "TNC Services" means the provision of transportation by a TNC Driver to a rider with whom the TNC Driver is matched through the TNC's Digital Network.

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

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

1.1. **Term**. This Agreement shall be effective on the Commencement Date and shall be in effect for a period of six (6) years thereafter. Thereafter, the Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then-current term, subject to the termination provisions of Section 1.3.

1.2. **Commencement Date.** This Agreement shall hereafter be effective, and the "Commencement Date" shall be deemed to occur thirty (30) calendar days from the Effective Date.

1.3. **Termination**. This Agreement will continue in force until terminated as hereinafter provided:

1.3.1. City shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if TNC has not cured such Event of Default within thirty (30) days after written notice thereof from City; or

1.3.2. Either Party may terminate this Agreement at any time, for any reason, by giving not less than thirty (30) days' prior written notice thereof to the other Party.

2. **OPERATIONS**.

2.1. **Operating Authority.** City grants to TNC the right to allow TNC Drivers affiliated with TNC to use, in common with others so authorized, access to the Airport roadways and Airport property to provide TNC Services, subject to the terms and conditions hereinafter set forth. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state, or local laws, rules, or regulations. TNC's right to operate its business on Airport property shall be on a non-exclusive basis at all times.

2.2. **Rights of Ingress and Egress**. TNC Drivers affiliated with TNC shall have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity shall not impede or interfere, in any way, with the operation of the Airport by City or the use of the Airport by its tenants, passengers or employees.

2.3. **Operating Areas**. TNC Drivers must use only the roadways and the pick-up, drop-off, and staging areas specified by the City (the "Operating Areas"), which are subject to change in accordance with Section 2.4.

2.4. **Changes to Operating Areas**. TNC acknowledges and agrees that: (a) City shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) City has made no representations, warranties and/or covenants to TNC regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, TNC acknowledges and agrees that: (y) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (z) the City may from time to time adopt rules and regulations relating to security or other operational matters that may affect TNC's business. TNC Services may be temporarily suspended by City in the event of an emergency or a threat to the Airport during the time period of such emergency or threat. For non-emergency or routine changes to the pick-up, drop-off, and staging areas, City will make commercially reasonable, good-faith efforts to provide Operator with at least thirty (30) days' written notice to allow for the implementation and communication of the changes.

2.5. **"As-Is" Condition**. TNC accepts the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

2.6. **Geofence.** TNC shall demonstrate to City that TNC has established a Geofence to manage its airport business, as depicted on Exhibit A attached and incorporated (the "Geofence").

2.7. **Signage/Wayfinding.** City shall install and maintain, at its sole expense, signage that shows TNC Drivers where the staging area is located. The signage shall, at a minimum, display the following language: "[Uber] Staging Area." Additionally, City shall install and maintain, at its sole expense, appropriate wayfinding signage within the Airport terminals for the benefit of its passengers, indicating where the

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

2.8. **Waybills.** In lieu of a physical waybill, every Trip shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon request, present the electronic equivalent of a requested waybill to any City official for inspection.

2.9. **General Prohibited Activities**. Without limiting any other provision herein, TNC shall not, without the City's prior written consent: (a) cause or permit anything to be done, in or about the the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Airport; or (c) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, or within Airport property or its roadways.

2.10. **Other Prohibited Activities**. Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by TNC Drivers, and under no circumstances shall TNC be financially liable for any fines or penalties imposed on a TNC Driver as a result of such prohibited conduct:

2.10.1. Turning off or disabling the TNC's smartphone application when a Personal Vehicle is on Airport property, unless the TNC Driver is departing the Airport after a drop-off;

2.10.2. Transporting a passenger in an unauthorized vehicle;

2.10.3. Picking up or dropping off passengers, or their baggage, at any location other than the one(s) designated by City;

2.10.4. Failing to provide information, or providing false information, to police officers or Airport personnel;

2.10.5. Displaying, to an Airport official, a waybill in an altered or fictitious form;

2.10.6. Soliciting passengers not through the Digital Network on Airport property;

2.10.7. Using or possessing any alcoholic beverage on Airport Property;

2.10.8. Failing to operate a Personal Vehicle in a safe manner;

2.10.9. Failing to comply with posted speed limits and traffic control signs;

2.10.10. Using profane or vulgar language;

2.10.11. Attempting to solicit payment in excess of that authorized by law;

2.10.12. Soliciting of any activity prohibited by the applicable laws, rules or regulations;

2.10.13. Disconnecting any pollution control equipment;

2.10.14. Using or possessing any illegal drug or narcotic while on Airport property;

2.10.15. Operating a Personal Vehicle without proper certification or at any time during which TNC's authority is suspended or revoked; and

2.10.16. Engaging in any criminal activity.

2.11. **Representative of TNC**. TNC shall provide the City with the name, telephone number, and email address for at least one qualified representative authorized to represent and act for TNC in matters pertaining to its operation, and shall keep the City informed, in writing, of the identity of each such person.

3. FEES; REPORTING; AND RECORDKEEPING

3.1. **Defined Terms**. As used in this Agreement, the following capitalized terms shall have the following meanings:

3.1.1. "Trip" means each instance in which a TNC Driver affiliated with TNC drops off or picks up a requesting rider on Airport property. A Trip that occurs wholly within the Airport's Geofence (i.e., a pickup and drop off of the same passenger[s]) shall be considered one Trip, and only one fee will be remitted to the Airport.

3.1.2. "Per Trip Fee" shall mean a fee consistent with the following schedule, subject to City fee requirements:

- From the Effective Date through September 30, 2027: $3.00 per Trip
- From October 1, 2027 through September 30, 2029: $3.25 per Trip
- From October 1, 2029 through September 30, 2031: $3.50 per Trip

Trips originating or ending at the Airport shall not be subject to any additional fees, other than the Per Trip Fee, including any City surcharges or fees. The City shall ensure the Per Trip Fee is less than or equal to the lowest Per Trip Fee then in effect for any similarly situated commercial ground transportation operator or taxicabs.

3.1.3. "Monthly Fee" means the product of the following: (i) the number of Trips conducted by Personal Vehicles affiliated with TNC in one calendar month, and (ii) the Per Trip Fee then in effect.

3.2. **Payment Requirements and Reports.**

3.2.1. Within fifteen (15) days after the close of any calendar month, TNC shall submit its operations report to City for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic or paper format (as specified by City), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

3.2.2. TNC agrees to pay a Monthly Fee to the City, which shall constitute a total of the Per Trip Fees assessed for each pick-up in the relevant month. The Monthly Fee is due, in full, and received by the City, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the Patrick Leahy Burlington International Airport or at such other place or manner as Airport may designate in writing. TNC shall submit the Monthly Report and the Monthly Fee together.

3.2.3. For purposes of this Agreement, a "month" will be considered to begin on the first (1st) day of each calendar month and will conclude on the final day of that calendar month. If the Agreement is executed and operation begins on some day other than the first day of a calendar month, the first payment of the Per Trip Fee only shall be prorated from the start date of operations under this Agreement through the final day of that calendar month.

3.2.4. All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

3.3. **Books and Records**.

3.3.1. TNC agrees to maintain and make available to City accurate and detailed books and records reflecting its performance of its obligations under Section 3.2 of this Agreement. Upon City's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the City to audit and examine such books and records relating to its performance of its obligations under Section 3.2 of this Agreement. TNC shall maintain such data and records for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later.

3.3.2. Should any examination, inspection, and audit of TNC's books and records by the City disclose an underpayment by TNC of the consideration due, TNC shall promptly pay City the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, TNC shall reimburse the City for all reasonable costs incurred in the conduct of such examination, inspection, and audit.

4. ASSIGNMENT

4.1. **No Assignment**. TNC shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without City's prior written consent, which consent may be granted or denied in City's sole and absolute discretion (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). City's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without City's consent shall constitute a default hereunder and shall be voidable at City's election. Notwithstanding the above, TNC shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of TNC.

4.2. **Change of Control**. The sale or other transfer of a controlling percentage of the capital stock or membership interests of TNC, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of TNC related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of TNC's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

5. COMPLIANCE WITH LAWS

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

6. WAIVER; INSURANCE; INDEMNIFICATION

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

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

6.2. **Insurance**. TNC shall, at its sole cost and expense, procure and maintain insurance coverage in accordance with all applicable requirements under Vermont law governing transportation network companies. Such insurance shall be maintained at all times during the term of this Agreement by financially responsible and qualified insurers authorized to do business in the State of Vermont. Evidence of compliance with applicable insurance requirements shall be included as an attachment to this agreement.

6.3. **Notice**. Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

6.4. **Indemnification**. TNC agrees to indemnify, defend and hold harmless City, its officers, directors, agents and employees, from and against any and all claims, actions, damages, liabilities, and judgments, and losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), with respect to any third party claim arising out of or related to: (a) TNC's performance or exercise of this Agreement and rights granted under this Agreement; (b) an intentional act or a negligent act or omission of any of TNC's officers and employees related to this Agreement; (c) the failure of TNC to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or (d) any breach or default by TNC of any of its obligations under this Agreement.

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

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

7. DEFAULT; REMEDIES

7.1. **Event of Default**. The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

7.1.1. TNC shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from City, which date shall be no earlier than the tenth (10^{th}) business day after the effective date of such notice;

7.1.2. A Transfer occurs without the prior approval of the City as set forth in section 4.1;

7.1.3. TNC fails to obtain and maintain the insurance required hereunder; or

7.1.4. TNC fails to keep, perform, and observe each and every other promise, covenant, and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

7.2. **Remedies**. Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to any and all other rights and remedies available to the City under this Agreement, at law, or in equity: (a) City may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit City's right to terminate this Agreement as provided in Section 2.

7.3. **Cumulative Rights**. The exercise by City of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or in equity.

8. GOVERNMENTAL PROVISIONS

8.1. **No Representations**. TNC acknowledges and agrees that neither City, nor any person on behalf of City, has made, and City hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by TNC at the Airport, including any statements relating to the potential success or profitability of such venture. TNC represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

8.2. **Limitation on Damages**. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental, or special damages, or lost revenues or lost profits.

8.3. **Federal Nondiscrimination**. TNC agrees to comply with all applicable federal nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Part 21, in its operations at the Airport..

8.4. **Subordination.** This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between City and any governmental entity relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

9. GENERAL PROVISIONS

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

TNC Notice Address:	Uber Technologies, Inc. Attn: Airport Operations 1725 3rd Street San Francisco, CA 94158 With copy to: regulatory@Uber.com
City Notice Address:	Patrick Leahy Burlington International Airport Attn: Director of Aviation 1200 Airport Drive, Suite 101 South Burlington, VT 05403

9.2. **Waiver of Performance**. The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

9.3. **Entire Agreement**. The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

9.4. **Amendments**. Except as specifically provided herein, amendments to this Agreement require the written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, TNC shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

9.5. **Interpretation**. The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

9.6. **Successors and Assigns**. Subject to the provisions of Section 4, the terms and conditions contained in this Agreement shall bind and inure to the benefit of TNC

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

9.7. **Severability**. If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

9.8. **Governing Law**. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Vermont. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in San Francisco, California; and the Parties consent to the exclusive jurisdiction thereof.

9.9. **Authority**. TNC represents and warrants that TNC is a duly authorized and existing entity, that TNC has and is duly qualified to do business in Vermont, that TNC has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of TNC are authorized to do so.

9.10. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

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

CITY OF BURLINGTON	**RASIER, LLC**
By:_____	By:_____
Name:	Name:
Title:	Title:

EXHIBIT A

GEOFENCE

[To be added]

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to authorize the Patrick Leahy Burlington International Airport to increase rates associated with Transportation Network Companies

Approval Requested:		Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/23/2026
☐	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	2/6/2026	Nicolas Longo
Mayor's Office	Yes	3/17/2026	Kara Alnasrawi
Board/Commission	Yes	2/11/2026	Vehicle for Hire Board
City Attorney's Office for memo and contracts or legal documents	Yes	2/11/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	2/11/2026	Emmett Wood
CAO for budget, financing, and memo	Yes	3/17/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

To: Board of Finance
City Council
From: Kara Alnasrawi, CEDO Director
CC: Katherine Schad, CAO
Ashley Parker, Capital Program Director
Stephen Donahue, Senior Accountant
Gummi Jonsson, CEDO Real Estate Development Manager
Date: March 23, 2026

RE: FY25 City of Burlington TIF District Reports to the Vermont Economic Progress Council (VEPC)

Under state law, the City is required to report annually on the status of its two Tax Increment Financing (TIF) districts. City staff have worked interdepartmentally, with VEPC and the Vermont Department of Taxes to compile these reports. We are now certifying to the municipal legislative body (City Council) the amount by which the value within the stated fiscal year within each of our two tax increment financing (TIF) districts has increased or decreased relative to the original taxable value (OTV) for each of the respective districts and that the information provided in the reports represent true and accurate statements.

Having thus certified and presented these reports to Burlington's municipal legislative body as required by law, we will then execute the certification forms which are included in the materials provided with the attached Waterfront TIF District and Downtown TIF District reports for FY25. These reports will next be certified and submitted by Mayor Mulvaney-Stanak to VEPC on or before April 1, 2025. Please do not hesitate to contact us with any questions or concerns.

Additional Documents:

1) Downtown TIF Report FY25
2) Waterfront TIF Report FY25

Motion:
To accept the staff report.

(No further action is required by the Board of Finance or City Council. State law merely requires presentation of this information to you.)

CERTIFICATION OF INCREMENT AND ANNUAL REPORT

STATUTORY REQUIREMENT: (24 VSA §1895) “As of the date the district is created, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the district the amount by which the total valuation as determined in accordance with 32 VSA Chapter 129 of all taxable real property located within the tax increment financing district has increased or decreased relative to the original taxable value.”

RULE REQUIREMENT: (SECTION 903) “Increase/Decrease in Assessed Valuation: Each year following the year of creation, the listers or assessor shall certify to the municipal legislative body the amount by which the total assessed valuation of taxable properties within the TIF District has increased or decreased compared to the municipal and education OTV. Prior to providing the certification to the municipal legislative body, the listers or assessor shall have the calculation of the increase or decrease, including an examination of the disposition and tax status of each parcel within the District, verified by a second party. Selection of the second party is up to the municipality and may be an individual within or outside of the municipal government. However, the individual should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment. A copy of the certification of the value and the increase or decrease must be included in the Annual Report required by Section 1004.2 of this Rule along with a certification that a second party reviewed the information. The Council will provide a form on which to provide this certification.”

SECTION 1: Certification of Increment by Assessor or Lister and 2nd Party Reviewer

Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete. The second party reviewer should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment.

☐ We certify that, per TIF Rule Sections 903 and 1004.2, we have examined and verified the current value, the calculation of the increase or decrease in property values, the disposition and tax status of each parcel within the District, and any other issues relevant to the parcels listed in the Certified OTV Property Report.

☐ We have certified to the municipal legislative body, at a regular or duly warned meeting that the information provided in this report represent true and accurate statements.

Signature of Assessor or Lister

✂ _____ _____ _____

Name: _____ Title Date

Signature of 2nd Party Reviewer

✂ _____ _____ _____

Name: _____ Title Date

SECTION 2: Certification of Annual Report

Provide the date the annual report was presented to the municipal legislative body. Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete.

Date report presented to the municipal legislative body: _____

☐ I certify that I am an official of the reporting municipality with the authority to report on this TIF District on behalf of the municipality.

☐ I certify that the annual report data entered and all documents attached in support of this annual report are true, correct and complete to the best of my knowledge.

Signature of Authorizing Official*

✂ _____ _____ _____

Name: _____ Title Date

* *Authorizing Official is the Chief Executive Officer of the municipality as defined by 10 VSA § 683(8) such as a Select Board or City Council Member, Town or City Manager, or Town Administrator.*

CERTIFICATION OF INCREMENT AND ANNUAL REPORT

STATUTORY REQUIREMENT: (24 VSA §1895) "As of the date the district is created, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the district the amount by which the total valuation as determined in accordance with 32 VSA Chapter 129 of all taxable real property located within the tax increment financing district has increased or decreased relative to the original taxable value."

RULE REQUIREMENT: (SECTION 903) "Increase/Decrease in Assessed Valuation: Each year following the year of creation, the listers or assessor shall certify to the municipal legislative body the amount by which the total assessed valuation of taxable properties within the TIF District has increased or decreased compared to the municipal and education OTV. Prior to providing the certification to the municipal legislative body, the listers or assessor shall have the calculation of the increase or decrease, including an examination of the disposition and tax status of each parcel within the District, verified by a second party. Selection of the second party is up to the municipality and may be an individual within or outside of the municipal government. However, the individual should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment. A copy of the certification of the value and the increase or decrease must be included in the Annual Report required by Section 1004.2 of this Rule along with a certification that a second party reviewed the information. The Council will provide a form on which to provide this certification."

SECTION 1: Certification of Increment by Assessor or Lister and 2nd Party Reviewer

Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete. The second party reviewer should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment.

☐ We certify that, per TIF Rule Sections 903 and 1004.2, we have examined and verified the current value, the calculation of the increase or decrease in property values, the disposition and tax status of each parcel within the District, and any other issues relevant to the parcels listed in the Certified OTV Property Report.

☐ We have certified to the municipal legislative body, at a regular or duly warned meeting that the information provided in this report represent true and accurate statements.

Signature of Assessor or Lister

✂ _____ | _____ | _____

Name: _____ | Title | Date

Signature of 2nd Party Reviewer

✂ _____ | _____ | _____

Name: _____ | Title | Date

SECTION 2: Certification of Annual Report

Provide the date the annual report was presented to the municipal legislative body. Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete.

Date report presented to the municipal legislative body: _____

☐ I certify that I am an official of the reporting municipality with the authority to report on this TIF District on behalf of the municipality.

☐ I certify that the annual report data entered and all documents attached in support of this annual report are true, correct and complete to the best of my knowledge.

Signature of Authorizing Official*

✂ _____ | _____ | _____

Name: _____ | Title | Date

* *Authorizing Official is the Chief Executive Officer of the municipality as defined by 10 VSA § 683(8) such as a Select Board or City Council Member, Town or City Manager, or Town Administrator.*

VERMONT

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

VEPC Staff Contact Information:
Ellie Beckett, (802) 622-4674, ellie.beckett@vermont.gov

Reports are due on or before January 1, 2026
Please submit reports to accd.vepctifannualreport@vermont.gov
Please submit GL24 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District	**Burlington: Downtown TIF District**	Reporting Period:	**July 1, 2024 - June 30, 2025**
Name of Person Completing Report	Kara Alnasrawi	Grand List Year:	**2024**
Title	Director, Community & Economic		
Email Address	kalnasrawi@burlingtonvt.gov		
Telephone	802-238-1910		
Date Report Completed	December 24, 2025		

NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.

II. TIF District Data:

Base Data (Original Taxable Value)		
Municipal	$	175,280,315
Homestead- Education	$	6,635,312
Non Residential- Education	$	170,770,844
Total Education	$	177,406,156

OTV Total Acres	61.27
OTV Total Parcels	287

Parcel Information	
Current Acres	61.25
Current Parcels	282

Taxable Values as of April 1		
Municipal	$	302,114,200
Commercial 120% Value	$	-
Homestead- Education	$	14,226,220
Non Residential- Education	$	287,351,089
Total Education	$	301,577,309

Tax Rates Applied to the April 1 Grand List		
Municipal (General Fund)	$	0.8326
Homestead	$	1.5985
Non Residential	$	1.5837

Increase (Decrease) in Taxable Values (auto-calculated)		
Municipal	$	126,833,885
Homestead- Education	$	7,590,908
Non Residential- Education	$	116,580,245
Total Education	$	124,171,153

List Special Municipal Tax Rates			
1	DID Tax Rate	$	0.0350
2	Local Agreement	$	0.0005
3		$	-
4		$	-
5		$	-
6		$	-
	Total Special Municipal Tax	**$**	**0.0355**
	Total Municipal (General Fund) & Special Rates	**$**	**0.8681**

TIF Increment Revenue Retained for Reporting Year*		
Municipal (100% Share)	$	1,056,653
Commercial 120%	$	136,027
DID Sum	$	23,358
Homestead- Education	$	83,725
Non Residential- Education	$	1,273,934
Total Education	$	1,357,659
Total TIF Revenue	**$**	**2,573,697**

***Provide VEPC with documentation of the calculation of increment.**

Other TIF Fund Income				
	Source	**Education**	**Municipal**	**Total**

1		$ -	$ -	**$ -**
2	Development Agreement Fee*		$ 260,000	**$ 260,000**
3			$ -	**$ -**
4			$ -	**$ -**
5			$ -	**$ -**
	Total:	**$ -**	**$ 260,000**	**$ 260,000**

**Per VEPC approval of October 2020 Substantial Change Request, Development Agreement Fee must be deposited into the TIF Fund.*

Changes to Individual Parcels		
	SPAN Number	**Describe Change**
1	049-3-112-000	Value loss due to grievance results
2	049-3-039-000	Improvements and upgrades made to the property
3	049-3-038-000	Upgrades made to the property
4	049-3-028-000	Addition of four retail units on ground floor
5	044-4-039-000	Renovation of residential units
6	044-4-010-000	Value loss due to grievance results

Additional Information

the

III. Votes and Financing:

Public Vote Information. Check the appropriate box. Make sure to provide the date if information has been submitted to VEPC.

☑ No public votes or debt obligations occurred during this reporting period.

☐ Yes there were public votes and/or debt obligations during this reporting period.

☐ Vote and debt obligation documents were submitted to VEPC. (Enter date submitted)

☐ Vote and debt obligation documents are uploaded with this report.

Debt Instruments									
	Infrastructure and Debt	**Term in Years**	**Period (ie. 1/1/2016-12/31/2026)**	**Interest Rate**	**Principal**	**Interest**	**Total**	**Total Payment for Reporting Period**	**Remaining Principal Balance**
	New Debt:								
1	Side Streets - Great Streets: St. Paul/Main Streets	19	12/20/2017-11/01/2035	5.00%	$ 3,400,000	$ 1,738,852	$ 5,138,852	$ 282,450	$ 2,385,000
2	Great Streets - St. Paul Street, Main Street stormwater improvements, Series 2019=8D	18	11/28/2018-11/1/2035	5.00%	$ 1,570,000	$ 803,363	$ 2,363,362	$ 134,875	$ 1,160,000
3	Interfund Loan	5	1/1/2019-12/31/2023	0.00%	$ 250,000	$ -	$ 250,000	$ -	$ -
4	Great Streets - Main Street: General Obligation Downtown Tax Increment Bonds, Series 2022B	14	8/31/2022-11/1/2035	5.00%	$ 30,120,000	$ 11,844,433	$ 41,964,433	$ 3,152,375	$ 26,660,000
	New Debt								
	Example: Main Street Lights - General Obligation Bond	11	1/1/2016-12/31/2025	5.60%	$ 3,250,000	$ 500,000	$ 3,750,000	$ 340,909	$ 2,950,000
5							$ -		
6							$ -		
7							$ -		
				Total	$ 35,340,000	$ 14,386,648	$ 49,716,647	$ 3,569,700	$ 30,205,000

Debt Ceiling Approved by VEPC	**$ 40,179,696**

Annual Debt Service

Principal Paid $ 2,010,000

Refinancing. Was any portion of TIF District debt refinanced during this reporting period?

☑ No

Interest Paid	$	1,559,700
Fees/Other Costs Paid	$	-
Total Paid	$	3,569,700

☐ Yes, please provide details.

Direct Payments: Enter the total amount of any TIF direct payments made during this period.	$ -	**Date Approved by Voters:**	

Additional Information

At the close of FY25, the City was showing interest earnings of $1,070,773.05. The City is aware that these earnings can only be used to support expenditures related to the approved TIF District project. The City is working through a Substantial Change Request (initial hearing in December) to determine how to report on and use the earnings.

IV. Improvements and Funding:

Improvement Expenditures					
		Name of Improvement	Of the Total Expenditure listed: The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues	Total Improvement Expenditure for this report period
Phase 1 Filing	1	Streets & Infrastructure: Streetscape, storm water, and utility upgrade improvements.			
		Main - South Union to Battery Streets			
		Construction of Main Street between Pine and South Winooski was continuous throughout FY25. Work towards replacement of subsurface utilities such as water and sewer were completed on the western most blocks of the project, while work on the Ravine Sewer bypass pipe occured in the eastern blocks of the project during this time. Stormwater retention tanks were completed over the winter of 2024-2025 as well as base paving. Towards the end of FY25 the project was beginning the installation of new sidewalks, soils cells, and other surface features. Construction completion is estimated for Fall 2026.	$ 8,375,713	$ 449,042	$ 8,824,755
		St. Paul/Main Concept Design			
		Completed and reported in FY 2020	$ -	$ -	$ -
		St. Paul - Main to Maple (includes King to Maple with underground)			
		Completed and reported in FY 2020	$ -	$ -	$ -
		Stormwater - North side Main Street/City Hall Park			
		Completed and reported in FY 2021			$ -
	2	Brownfields: Remediation of parking structure site (Brown's Court).			
		Completed and reported in FY 2019	$ -	$ -	$ -
	3	Parking Structure Upgrades: Church Street Marketplace Garage.			
		Completed and reported in FY 2017	$ -	$ -	$ -
		Total	$ 8,375,713	$ 449,042	$ 8,824,755
				Check	$ 8,824,755

Sources of Non-TIF Revenues		Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period
1	Water Distribution	$ 95,350	$ 95,350	$ -
2	BED Capital	$ 45,606	$ 45,606	$ -
3	Encumbrance Fee Payment(s)	$ 25,950	$ 25,950	$ -
4	Third Party Communications (Outside Utilities)	$ 156,207	$ 156,207	$ -
5	City Capital - Annual Capital Improvement Program (CIP) Bond	$ 150,000	$ 150,000	
6	Street Capital - Main Street - added 11/20/23, 7/15/24, & 7/2/2025	$ 546,477	$ -	
7	Water Capital - added 7/15/24	$ 105,000	$ 41,787	$ 41,787

8	Sewer Capital - added 7/15/24 & 5/5/2025	$ 357,947	$ 258,039	$ 258,039
9	VHB Petroleum Conaminated Soil Grant	$ 149,216	$ 149,216	$ 149,216
10	St. Paul Soil PCF (FY22)	$ 64,284	$ 64,284	$ -
11	Downtown Transportation Grant (FY26)	$ 200,000	$ -	$ -
12		$ -	$ -	$ -
13		$ -	$ -	$ -
	Total	**$ 1,631,753**	**$ 922,155**	**$ 449,042**
	Non-TIF Revenues Reported under Improvement Expenditures			$ 449,042

Related Costs

	List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period
1	Professional & Consultant Services	See attached Prof & Consult Svs Vendor Breakdown	$ 11,410	$ 12,404	$ 23,814
2	Municipal Staff Time and Benefits	Department of Public Works (DPW)	$ -	$ 70,000	$ 70,000
3			$ -	$ -	$ -
4			$ -	$ -	$ -
5			$ -	$ -	$ -
		Total	$ 11,410	$ 82,404	$ 93,814
				Check	$ 93,814

V. Performance Indicators:

Standard

Real Property Development		
1	Stratos Project (Stuart Chase) - 33 housing units (inc. 5 inclusionary units - Champlain Housing Trust, all others market-rate).	
	193 St. Paul: Project completed and previously reported	$ 10,174,000

2	101 Main Street: Redstone-TD Bank Block - Hotel & compatible use in Armory building w/two decks of parking.	
	161 St. Paul: Hilton Garden Hotel completed	$ 13,878,200
3	151-154 South Champlain Street - Market rate Housing with required 15% IZ units.	
	157 South Champlain St. housing development completed winter 2023/2024. 48 residential units: 11 2-BR; 13 1-BR and 24 studio units	$ 918,600
4	Eagles - Champlain College - Over 300 beds for Champlain college students.	
	194 St. Paul: Completed in FY 2019 - taxable as an educational facility	$ 3,289,000
5	Gateway (aka "superblock") - Mixed use redevelopment 20,000 of commercial space and 60,000 SF mixed income housing.	
	The City and Developer have completed most due diligence outlined in a pre-development agreement. Given the current gap in funding/financing the City and Developer will now work together to determine if there is a financially feasible path forward for the project. The work underway will provide both the City and the Developer with the information necessary to determine whether the redevelopment of the Memorial Block through this public private partnership is feasible and to chart a responsible path forward in 2026.	$ 7,194,100
6	South Champlain/Maple Street - Currently surface parking and vacant lot. Concepts by owner - ground floor parking, upper floor offices/residential.	
	No activity to report	$ 449,700
7	121 Pine Street - 30,000 SF residential building.	
	No activity to report	$ 549,700
8	86 Main Street - 23 housing units with ground floor office.	
	No activity to report	$ 1,134,900
9	Former Free Press Property - To be redeveloped into 38 one bedroom apartments with 12,500SF commercial.	
	191 College St: This project was completed in FY 2018	$ 1,208,300

	266 College Street - 142 guest room hotel with restaurant	
10	Property acquired by Green Castle Group - local real estate developer - with plans to convert to approximately 90 housing units. After interior demolition was completed in the winter of 2024/2025. Exterior demolition begun in summer 2025 and vertical construction in fall 2025 with an expected costruction period of 18 months from commencement. It is expected that the 79 residential units will be fully occupied by winter 2027/2028.	$ 1,547,500
	Champlain Housing Trust - (formerly VFW Property) - 176 South Winooski Ave	
11	As of midway through FY 2025, Champlain Housing Trust and Evernorth reported that the construction schedule is on track for completion in late 2025. The project features 38 units of affordable housing along with community space for a new VFW and about 4,000 square feet of office space for the City's Community Justice Center. The total development cost is around $19M	$ -
	Total	$ 40,344,000

Employment Opportunities

Jobs connected to the completed projects have been previously reported in City's Annual Reports to VEPC. The current capital expenditures for the Great Streets Main Street are going almost entirely to hard construction costs for this reporting period. It is estimated that the construction of Main Street Great Streets has maintained approximately 100 construction jobs during this reporting period. The City estimates that the ongoing redevelopment of 176 South Winooski Ave (the former VFW) has generated 45 FTE construction jobs. It's estimated that the 266 College Street project, a roughly 120,000 square foot redevelopment of the former YMCA into approximately 79 residential units, began construction earlier in 2025 and is expected to take about two years to complete, with approximately 120 to 180 construction workers onsite on average throughout the project.

Additional Information

The Great Streets Main Street project is on track for completion in 2026. As part of the work at 176 South Winooski, significant improvements were made to the ravine sewer which will facilitate future development in this part of the downtown.

Mandated

Jobs at June 30, 2023

	NAICS Code	Increase or (Decrease)	Previous Location (if known)		NAICS Code	Increase or (Decrease)	Previous Location (if known)
1	11			**11**	53		
2	21			**12**	54		
3	22			**13**	55		
4	23			**14**	56		
5	31-33			**15**	61		
6	42			**16**	62		
7	44-45	(7)		**17**	71	(3)	
8	48-49			**18**	72	(3)	
9	51	(3)		**19**	81	(5)	
10	52			**20**	92		

Total Jobs Increase (Decrease)	**(20)**

Identify Source/Method for Obtaining Jobs Information
See the attached report. City staff in the Community and Economic Development Office have been developing a Comprehensive Business list to track business openings and closures. This database is then filtered for businesses located within the TIF district. They then use the Economic & Labor Market Information Business Finder tool on the Vermont Department of Labor website to identify NAICS codes and employee size ranges. For any businesses not listed here, staff estimated size based on what is known about the businesses. Permanent job losses are estimated by applying a % unemployment factor to the total number of jobs in the District. The % unemployement factor is based on Burlington data as provided by the Vermont Department of Labor.

Vermont Firms

	Name of Vermont Firm	Total amount of work performed		Name of Vermont Firm	Total amount of work performed
1	White & Burke	$ 768	**11**		$ -
2	Paul Frank & Collins	$ 1,806	**12**		$ -
3	Vanasse Hangen Brustlin, Inc	$ 247,112	**13**		$ -
4	EIV Technical Services	$ 736,376	**14**		$ -
5	S.D. Ireland Brothers Corporation	$ 7,314,155	**15**		$ -
6	The Royal Group, Inc.	$ 1,439	**16**		$ -
7	Burlington Electric Dept	$ 10,845	**17**		$ -
8	Lydia Kern	$ 61,570	**18**		$ -
9	Nancy Winship Milliken Studio, LLC	$ 91,972	**19**		$ -
10	Pixel Patch Creative, LLC	$ 49,500	**20**		$ -
				Total Amount of Work Performed	**$ 8,515,543**

Additional Information

TIF District Specific

Transportation Enhancements

Affordable Housing Development

Construction at 176 South Winooski, the previous VFW site, got underway in summer 2024. As of fall 2025, work is nearly complete and the building is projected to open for occupancy in early 2026. This includes work to remediate the historic ravine sewer, which ran underneath the project site and needed to be completed prior to occupancy. The project was co-developed by Champlain Housing Trust and Evernorth using the Low Income Housing Tax Credits (LIHTC) program and will include 38 permanently affordable housing units (four 2-BRs, 26 1-BRs, 8 studio units), 4,000 square foot of commercial space will be leased to the City's Community Justice Center, and a further 2,000 square foot of commercial space will be maintained by the VFW. Estimated total development cost: $19.6M.

Housing Changes

	Affordable Housing	Market Rate Housing	Total
New	0	0	0
Elminated	0	0	0
Net Total	0	0	0

Unforeseen Events: Please describe any unforseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

The abandonment of the Ravine Sewer under the Post Apartments (176 South Winooski) required some specialty work that was not part of the original project bid. As a result we removed the scope of work from our primary contract and sought independent bids for this work. This required bringing in additional funding sources to support the more detailed work that required fully filling the old sewer to the top to ensure that the new building that was constructed would be stable. This was different than originally planned or the traditional method for filling sewer. As of the date of this report, this work has been included in our substantial change update to VEPC, and the work is fully complete.

Current TIF District Activity: Please provide details regarding FY26 activities. This can include updates regarding specific projects, potential substantial change requests, etc.

VERMONT

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Vermont Department of Taxes

			2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
				(GL 2012)	(GL 2013)	(GL 2014)	(GL 2015)	(GL 2016)	(GL 2017)	(GL 2018)	(GL 2019)	(GL 2020)	(GL 2021)	(GL 2022)	(GL 2023)	(GL 2024)	(GL 2025)	(GL 2026)	(GL 2027)	(GL 2028)	(GL 2029)	(GL 2030)	(GL 2031)	(GL 2032)
Non TIF Revenues (List Source and Year Awarded)	**Total Secured**	**Total Expensed**																						
Water Distribution	$ 95,350	$ 95,350						$ -	$ -	$ -	$ 95,350		$ -	$ -	$ -	$ -								
BED Capital	$ 45,606	$ 45,606						$ -	$ -	$ -	$ 45,606		$ -	$ -	$ -	$ -								
Encumbrance Fee Payment(s)	$ 25,950	$ 25,950						$ -	$ -	$ -	$ 25,950		$ -	$ -	$ -	$ -								
Third Party Communications (Outside Utilities)	$ 156,207	$ 156,207						$ -	$ -	$ -	$ 156,207		$ -	$ -	$ -	$ -								
City Capital - Annual Capital Improvement Program (CIP) Bond	$ 150,000	$ -								$ -	$ -		$ -	$ -	$ -	$ -								
Street Capital - Main Street - added 11/20/23, 7/15/24, & 7/2/2025	$ 546,477	$ -								$ -	$ -		$ -	$ -	$ -	$ -								
Water Capital - added 7/15/24	$ 105,000	$ 41,787								$ -	$ -		$ -	$ -	$ -	$ 41,787								
Sewer Capital - added 7/15/24 & 5/5/2025	$ 357,947	$ 258,039								$ -	$ -		$ -	$ -	$ -	$ 258,039								
VHB Petroleum Conaminated Soil Grant	$ 149,216	$ 149,216								$ -	$ -		$ -	$ -	$ -	$ 149,216								
St. Paul Soil PCF (FY22)	$ 64,284	$ -														$ -								
Downtown Transportation Grant (FY26)	$ 200,000	$ -														$ -								
0	$ -	$ -														$ -								
0	$ -	$ -														$ -								
Total	**$ 1,896,036**	**$ 772,155**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 323,113**	$ -	$ -	$ -	$ -	$ -								
	Check	$ 323,113														$ 449,042								

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

Based on TIF District Phase Filing (Approved November 2014)

TIF Debt Summary	Status of Debt	Principal	Interest	Total Service	Total Paid
1. Interfund Loan - renovation of structured parking facilities	7/1/2016-6/30/2017	$ 200,000	$ -	$ 200,000	$ 200,000
2. Side Streets - Great Streets: St. Paul/Main Streets	12/20/2017-11/01/2035	$ 3,400,000	$ 1,738,852	$ 5,138,852	$ 2,038,727
3. Great Streets - St. Paul Street, Main Street stormwater improvements, Series 2019=BD	11/28/2018-11/1/2035	$ 1,570,000	$ 803,363	$ 2,373,363	$ 855,612
4. Interfund Loan	1/1/2019-12/31/2023	$ 250,000	$ -	$ 250,000	$ 250,000
5. Great Streets - Main Street: General Obligation Downtown Tax Increment Bonds, Series 2022B	8/31/2022-11/1/2035	$ 30,120,000	$ 11,844,433	$ 41,964,433	$ 7,309,433
6. 0	0	$ -	$ -	$ -	$ -
7. 0	0	$ -	$ -	$ -	$ -
			Totals		**$ 10,653,772**

	2012	2013 (GL 2012)	2014 (GL 2013)	2015 (GL 2014)	2016 (GL 2015)	2017 (GL 2016)	2018 (GL 2017)	2019 (GL 2018)	2020 (GL 2019)	2021 (GL 2020)	2022 (GL 2021)	2023 (GL 2022)	2024 (GL 2023)	2025 (GL 2024)	2026 (GL 2025)	2027 (GL 2026)	2028 (GL 2027)	2029 (GL 2028)	2030 (GL 2029)	2031 (GL 2030)	2032 (GL 2031)
						Debt Incurred Retention Begins															
1.						$ 200,000															
2.							$ 55,202	$ 280,400	$ 282,750	$ 284,300	$ 285,025	$ 284,850	$ 283,750	$ 282,450							
3.								$ 33,362	$ 137,000	$ 138,875	$ 135,625	$ 137,250	$ 138,625	$ 134,875							
4.								$ 25,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 25,000	$ -							
5.									$ -		$ -	$ 1,008,183	$ 3,148,875	$ 3,152,375							
6.									$ -		$ -	$ -	$ -	$ -							
7.									$ -		$ -	$ -	$ -	$ -							
	$ -	$ -	$ -	$ -	$ -	$ 200,000	$ 55,202	$ 338,762	$ 469,750	$ 473,175	$ 470,650	$ 1,480,283	$ 3,596,250	$ 3,569,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -
														3569700							

2033
(GL 2032)
$ -

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

Undated to reflect March 24 Substantial Change Request

PROPORTIONALITY CHECK

	As Approved (Year of Construction)					Actual							2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		2025	
	Total Projected	TIF Financed		Non-TIF		Total	Total	TIF Financed		Non-TIF																												
PROJECT:	Costs	Amount	Proportion	Amount	Proportion	Costs	Cost Check	Amount	Proportion	Amount	Proportion	Source	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF	Total TIF	Non-TIF
PHASE 1 FILING																																						
Streets & Infrastructure: Streetscape, storm water, and utility upgrade improvements for eight city blocks:																																						
Main - South Union to Battery Streets	$ 35,035,904	$ 34,560,904	98%	$ 475,000	1%	$ 21,409,563	$ 21,409,563	$ 20,960,521	98%	$ 449,042	2%		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 553,548		$ 1,657,405	$ -	$ 10,373,855	$ -	$ 8,375,713	$ 449,042
St. Paul/Main Concept Design	$ 335,666	$ 260,300	78%	$ 75,366	22%	$ 260,300	$ 260,300	$ 260,300	100%	$ -	0%		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 260,300	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
St. Paul - Main to Maple (includes King to Maple with underground)	$ 4,539,113	$ 4,216,000	93%	$ 323,113	7%	$ 4,539,113	$ 4,539,113	$ 4,157,923	92%	$ 381,190	8%		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 179,782	$ 150,000	$ 2,373,020	$ 140,956	$ 1,605,121	$ 90,234	$ -	$ -			$ -	$ -	$ -	$ -
Stormwater - North side Main Street/City Hall Park	$ 613,591	$ 500,000	81%	$ 113,591	19%	$ 613,591	$ 613,591	$ 500,000	81%	$ 113,591	19%		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 364,570	$ -	$ 135,430	$ 113,591			$ -	$ -	$ -	$ -
Brownfields: Remediation of parking structure site (Brown's Court).	$ 507,839	$ 507,839	100%	$ -	0%	$ 507,839	$ 507,839	$ 507,839	100%	$ -	0%		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 507,839	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Parking Structure Upgrades: Church Street Marketplace Garage.	$ 876,389	$ 134,653	15%	$ 741,736	85%	$ 876,389	$ 876,389	$ 134,653	15%	$ 741,736	85%		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 134,653	$ 741,736	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Totals:	$ 41,908,501	$ 40,179,696		$ 1,728,806		$ 28,206,795	$ 28,206,795	$ 26,521,236		$ 1,685,559		**Totals:**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 134,653	$ 741,736	$ -	$ -	$ 440,082	$ 150,000	$ 2,880,859	$ 140,956	$ 1,969,691	$ 90,234	$ 135,430	$ 113,591	$ 553,548	$ -	$ 1,657,405	$ -	$ 10,373,855	$ -	$ 8,375,713	$ 449,042
																																					$ 8,375,713	$ 449,042

VERMONT

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

VEPC Staff Contact Information:
Ellie Beckett, (802) 622-4674, ellie.beckett@vermont.gov

Reports are due on or before January 1, 2026
Please submit reports to accd.vepctifannualreport@vermont.gov
Please submit GL24 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District	**Burlington: Waterfront TIF District**	Reporting Period:	**July 1, 2024 - June 30, 2025**
Name of Person Completing Report	Kara Alnasrawi	Grand List Year:	**2024**
Title	Director, Community $ Economic Development		
Email Address	kalnasrawi@burlingtonvt.gov		
Telephone	802-238-1910		
Date Report Completed	December 24th, 2025		

NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.

II. TIF District Data:

Base Data (Original Taxable Value)	1996 Value	2010 Value
Municipal	$ 43,260,502	$ 123,156,002
Homestead- Education	$ 1,007,200	$ 19,423,600
Non Residential- Education	$ 42,253,302	$ 103,551,622
Total Education	$ 43,260,502	$ 122,975,222

	2 Parcels	All Others
OTV Total Acres	0.31	104.91
OTV Total Parcels	2	111

Parcel Information (All Parcels)	
Current Acres	104.47
Current Parcels	109

Taxable Values as of April 1	Cherry St - 2 Parcels	Full District
Municipal	$ 30,297,700	$ 162,393,900
Commercial 120% Surcharge	$ 3,253,740	$ 22,394,520
Homestead- Education		$ 26,228,500
Non Residential- Education	$ -	$ 135,882,432
Total		$ 162,110,932

Tax Rates Applied to the April 1 Grand List	
Municipal (General Fund)	$ 0.8326
Homestead	$ 1.5985
Non Residential	$ 1.5837

Increase (Decrease) in Taxable Values (auto-calculated)	From 1996 Value	From 2010 Value
Municipal	$ 79,895,500	$ 39,237,898
Homestead- Education	$ 18,473,600	$ 6,864,000
Non Residential- Education	$ 61,241,120	$ 22,372,312
Total Education	$ 79,714,720	$ 29,236,312

List Special Municipal Tax Rates		
1	Local Agreement	$ 0.0005
2	DID Tax Rate	$ 0.3500
3		$ -
4		$ -
5		$ -
6		$ -
7		$ -
	Total Special Municipal Tax Rates	**$ 0.3505**
	Total Municipal (General Fund) & Special Rates	**$ 1.1831**

TIF Increment Revenue Retained for Reporting Year*	
Municipal	$ 992,500.00
Commercial 120% Surcharge	$ 118,837.00
DID Lump Sum	$ 23,522.00
Homestead- Education	$ 375,968.00
Non Residential- Education	$ 1,410,343.00
Total Education	$ 1,786,311
Total TIF Revenue	**$ 2,921,170**

***Provide VEPC with documentation of the calculation of increment.**

Other TIF Fund Income				
	Source	Education	Municipal	Total
1		$ -		$ -
2	City Place Partner Tax Replacement Payments		$ 33,333	$ 33,333
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
	Total:	**$ -**	**$ 33,333**	**$ 33,333**

Changes to Individual Parcels		
	SPAN Number	**Describe Change**
1	043-4-009-004	Residential upgrades and improvements
2	043-4-009-010	Residential upgrades and improvements
3	044-4-005-000	Value loss due to grievance results
4	044-4-033-000	City Place value increase due to improvement completion progress
5		
6		

Additional Information

In FY26, the City Place Partners made three tax replacement payments to support three invoices from FY25 (total of $100,000). These funds were not received by the City until after the books had closed in FY26, so those revenues will be reported on in the FY26 Annual Report. FY26 will also see an additional two payments to wrap up the ARDA requirements.

III. Votes and Financing:

Public Vote Information. Check the appropriate box. Make sure to provide the date if information has been submitted to VEPC.

- ☐ No public votes or debt obligations occurred during this reporting period.
- ☑ Yes there were public votes and/or debt obligations during this reporting period.
  - ☑ Vote and debt obligation documents were submitted to VEPC. (Enter date submitted) — Sent to VEPC 12/2/2025
  - ☐ Vote and debt obligation documents are uploaded with this report.

Debt Instruments

	Infrastructure and Debt	Term in Years	Period (ie. 1/1/2016-12/31/2026)	Interest Rate	Principal	Interest	Total	Total Payment for Reporting Period	Remaining Principal Balance	Date Approved by Voters
	Existing Debt:									
1	Waterfront Renovation Project (Interfund Transfer - Bike Path & Waterfront North)	10	2014 Series B (2014-2024)	4.28%	$ 7,800,000	$ 1,143,738	$ 8,943,738	$ 735,418	$ -	11/6/12 + 3/4/2014
2	Moran Redevelopment	10	2014 HUD Sec 108 10 Years (2015-2025)	5.00%	$ 2,091,000	$ 185,694	$ 2,276,694	$ 198,504	$ 181,000	3/4/2014
3	Waterfront Fishing Pier	5	2016B COPS 5 Years (2015-2021)	5.00%	$ 143,489	$ 17,959	$ 161,448			2006
4	Lakeview , College, Westlake Garage	9	2016A COPS 9 Years (2016-2024)	5.00%	$ 5,145,000	$ 1,098,078	$ 6,243,078	$ 589,368	$ -	2006
	General Obligation Waterfront Tax Increment Bond Series 2018E	8	11/28/2018-5/1/2025	5.00%	$ 745,000	$ 119,180	$ 864,180	$ 130,375	$ -	3/4/2014
5	Series 2018C - Burlington Harbor Marina, ECHO	8	11/28/2018-5/1/2025	5.00%	$ 405,000	$ 76,106	$ 481,106	$ 73,500	$ -	3/4/2014
6	New Moran Inc. $3,559,000; BTC Public Improvement $801,000	6	Series 2019 12/20/2019-06/30/2025	2.61%	$ 4,360,000	$ 573,369	$ 4,933,369	$ 3,815,601	$ -	3/4/2014
	New Debt:									
	Example: Main Street Lights - General Obligation Bond	11	1/1/2016-12/31/2025	5.60%	$ 3,250,000	$ 500,000	$ 3,750,000	$ 340,909	$ 2,950,000	
7	City Place Burlington, $18,840,000; Series 2024				$ 18,840,000		$ 18,840,000	$ 877,818	$ 18,840,000	11.01.2016
8										
				Total	$ 39,529,489	$ 3,214,124	$ 42,743,613	$ 6,420,585	$ 19,021,000	

Annual Debt Service

Principal Paid	$ 5,445,636
Interest Paid	$ 1,019,530
Fees/Other Costs Paid	$ -
Total Paid	$ 6,465,166

Refinancing. Was any portion of TIF District debt refinanced during this reporting period?

- ☐ No
- ☑ Yes, please provide details.

On April 28, 2025, the City Council authorized the refinancing of the $18,840,000 note for the Waterfront TIF District. Council originally authorized the note on May

Direct Payments: Enter the total amount of any TIF direct payments made during this period. $ -

Date Approved by Voters:

Additional Information

As the City is still utilizing a Note as a financing tool for this TIF District, and that Note was refinanced as noted above, the City still does not have an amortization schedule. The City did have to pay interest in FY25 on the previous note, and that has been captured in the debt payment section above. At the close of FY25, the City had recorded fiscal-year-to-date interest earnings of $792,360.99. The City is aware that these earnings can only be used to support expenditures related to the approved TIF District project, and a Substantial Change Request will be required to receive VEPC authorization to use them and incorporate them into a budget.

IV. Improvements and Funding:

Improvement Expenditures				
	Name of Improvement	Of the Total Expenditure listed: The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues	Total Improvement Expenditure for this report period
1	Bike Path			
	Completed in FY17.	$ -	$ -	$ -
2	Waterfront Access North			
	Completed in FY19.	$ -	$ -	$ -
3	Waterfront Park Upgrades			
	Completed in FY19.	$ -	$ -	$ -
4	Moran Building			
	Completed in FY24.	$ -	$ -	$ -
5	Lake Champlain Community Sailing Center			
	Completed in FY18.	$ -	$ -	$ -
6	Burlington Harbor Marina			
	Completed in FY19.	$ -	$ -	$ -
7	ECHO Sustainability Park			
	Completed in FY19.	$ -	$ -	$ -
8	Cherry & Bank Street Streetscape Improvements (Street improvements to the City's "Great Streets" standards for six blocks of public rights of way on Cherry Street (from Battery to Church Street) and Bank Street (from Pine to Church Street)			
	The public improvements construction on Bank Street, including new and upgraded utilities, sidewalk, and streetscape amenities was nearly complete in FY25. Design for the other blocks of Bank Street and Cherry Street, which also has funding from our federal grants, has progressed into the right-of-way phase, and recieved permitting	$342,167.00	$408,296.82	$ 750,464
9	St. Paul Street Extension (Acquisition and construction of St. Paul Street, creating new blocks of City Public rights of way).			
	A portion of the public improvements constuction on the south end of Saint Paul Street around the CityPlace South Tower was nearly complete in FY25. Design for the east side of the street and other final streetscape amenities, which also has funding	$2,270,585.74	$68,235.78	$ 2,338,822
10	Pine Street Extension (Acquisition and construction of Pine Street, creating new blocks of City Public rights of way).			
	Utility work and necessary renovations to the 100 Bank Street building starting on Pine Street in FY25. Design for the west side of the street and other final streetscape amenities, which also has funding from our federal grants, has progressed into the	$71,587.50	$68,235.78	$ 139,823
	Total	$ 2,684,340	$ 544,768	$ 3,229,109
			Check	$ 3,229,109

	Sources of Non-TIF Revenues	Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period	Closed
1	VT Trans Revenue	$ 2,500,000	$ 2,500,000	$ -	X
2	VT Sales Tax Reallocation	$ 229,498	$ 229,498	$ -	X
3	Developer's Payment	$ 144,037	$ 144,037	$ -	X
4	CDS CD23 1 Grant	$ 12,000,000	$ 260,113	$ 231,456	☐
5	RAIZ 5 Grant	$ 22,384,000	$ 515,342	$ 411,088	☐
6	Sales Tax Reallocation - 9/14/2023, 3/7/2024, & 3/17/2025	$ 2,539,408	$ 480,052		☐
7	City Capital Local Match for CDS Grant - 9/14/2023 & 2/20/2025	$ 600,000	$ 5,990	$ 5,990	☐
8			$ -	$ -	☐
9			$ -	$ -	☐
10			$ -	$ -	☐
11			$ -	$ -	☐
	Total	**$ 40,396,943**	**$ 4,135,032**	**$ 648,534**	
	Non-TIF Revenues Reported under Improvement Expenditures			$ 544,768	

Related Costs					
	List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period
1	Professional Consultant Services	See attached Prof & Consult Vendor Breakdown	$ 48,074	$ 30,542	$ 78,616
2			$ -	$ -	$ -
3			$ -	$ -	$ -
4			$ -	$ -	$ -
5			$ -	$ -	$ -
		Total	$ 48,074	$ 30,542	$ 78,616
				Check	$ 78,616
				Check	$ -

V. Performance Indicators:

Standard

Real Property Development		
1	**Burlington Harbor Marina**	
	Burlington Harbor Marina (75 Penny Lane) - public parking improvements and public infrastructure were built in support of this private development project - the property became taxable for the April 1, 2020 Grand List	$786,900
2	**ECHO**	
	ECHO (1 College St) - tax exempt property - project completed and reported FY 2020	$15,200,600
3	**Lake Champlain Community Sailing Center**	
	Lake Champlain Community Sailing Center (505 Lake St) - tax exempt property - project completed and reported FY 2018	$2,563,500
4	**Moran Frame**	
	Moran Frame (475 Lake St) Phase 1A completed its finishing touches in FY 2023 - a tax exempt City propert, operated by the Department of Parks and Recreation - Benefit to the City and the State come in the form of increased enhancement of the City's Waterfront - translating to tourist dollars (tax revenues to include Rooms and Meals tax, etcetera), and increased property values throughout the City and the County by virtue of the vitality of the City's Waterfront	$2,262,400
CityPlace Real Property Development		
5	**Phase 1: CityPlace, Retail, Parking, & Storage:**	
	During this reporting period, CityPlace Partners completed construction of the South Tower, which includes approximately 12,000 square feet of ground floor retail space. As of December 2025, roughly 3,300 square feet of this space is occupied. Construction of the North Tower is underway, with an additional 24,000 square feet of street level retail space anticipated to open in 2027. The project also includes an enclosed parking garage that will serve both towers that is currently under construction.	$21,101,000
	Phase 1: CityPlace Residential/ Housing:	

6	CityPlace Partners have completed construction of the South Tower, with approximately half of the 53 residential units leased as of December 2025, and the 161 room hotel open and fully operational. The North Tower, totaling approximately 320,000 square feet, is currently under construction and will include 320 residential units and a hotel with approximately 159 rooms, along with a mix of student oriented suites. The North Tower is expected to be completed in 2027.	
7	**Phase 2: Hotel:**	
	Depending upon the availability of financing, Phase 2 is not currently slated to include hotel space	
8	**Phase 2: Residental/ Housing:**	
	Devonwood Investors, the owner/developer is applying for a HUD 221 d 4 loan for both construction and permanent financing. They have submitted an application for a zoning permit and the review is underway. Phase II comprises a mixed use project of residential units over ground floor retail, tenant amenities and a parking garage on the lower level for Lots 4 and 5 of the CityPlace properties. Bounded by Church St on the East, Cherry on the North and St. Paul St on the west, the combined lots comprises 48,630 sf or 1.12 acres or land.	
9	**Phaes 2: Retail & Parking:**	
	Phase 2 is slated to include ground floor retail and approximately 81 parking spaces in a underground garage	
	Total	$41,914,400

Employment Opportunities

The City Place Partner Team is reporting that there are 130-140 construction workers on site every day and this should continue until late 2027 when the North Tower is finished. The AC Hotel opened in City Place in late 2025 creating an estimated 200 jobs. While retail and restaurants have not yet opened, future establishments will create approximately 75-100 permanent jobs.

Additional Information

Mandated

Jobs at June 30, 2021

	NAICS Code	Increase or (Decrease)	Previous Location (if known)		NAICS Code	Increase or (Decrease)	Previous Location (if known)
1	11			11	53		
2	21			12	54		
3	22			13	55		
4	23			14	56		
5	31-33			15	61		
6	42			16	62		
7	44-45	3		17	71		
8	48-49			18	72		
9	51			19	81		

10	52			20	92		
					Total Jobs Increase (Decrease)		3

Identify Source/Method for Obtaining Jobs Information

See the attached report. City staff in the Community and Economic Development Office have been developing a Comprehensive Business list to track business openings and closures. This database is then filtered for businesses located within the TIF district. They then use the Economic & Labor Market Information Business Finder tool on the Vermont Department of Labor website to identify NAICS codes and employee size ranges. For any businesses not listed here, staff estimated size based on what is known about the businesses. Permanent job losses are estimated by applying a % unemployment factor to the total number of jobs in the District. The % unemployement factor is based on Burlington data as provided by the Vermont Department of Labor.

Vermont Firms

	Name of Vermont Firm	Total amount of work performed		Name of Vermont Firm	Total amount of work performed
1	White & Burke	$ 30,692	11		$ -
2	Downs Rachlin Martin	$ 389	12		$ -
3	Paul Frank & Collins	$ 11,647	13		$ -
4	MSKVT	$ 303	14		$ -
5	150 Bank Street LLC	$ 35,500	15		$ -
6	Studio Projects LLC	$ 62,500	16		$ -
7	Resource: A Non Profit Community Enterprise	$ 33,337	17		$ -
8	Stantec Consulting Services Inc	$ 610,254	18		$ -
9	City Place Partners LLC	$ 2,486,977	19		$ -
10			20		$ -
				Total Amount of Work Performed	**$ 3,271,598**

Additional Information

TIF District Specific

Transportation Enhancements: A new block of Pine Street and Saint Paul Street that reconnect Bank Street to Cherry Street will vastly improve pedestrian, transit, bicycle, and vehicle circulation in this TIF district. The TIF district is also receiving streetscape and roadway enhancements including: new decorative and pedestrian-scale lighting, traffic signal improvements, green stormwater infrastructure including permeable pavers, rain gardens, and tree wells, bike racks, new trees with soils cells to support healthy, mature trees long term, new granite curbing, new sidewalk, and new paving.

CityPlace Partners have completed construction of the South Tower, with approximately half of the 53 residential units leased as of December 2025, and the 161 room hotel open and fully operational. The North Tower, totaling approximately 320,000 square feet, is currently under construction and will include 320 residential units and a hotel with approximately 159 rooms, along with a mix of student oriented suites. The North Tower is expected to be completed in 2027.

Housing Changes (optional)

	Affordable Housing	Market Rate Housing	Total
New	0	0	0
Elminated	0	0	0
Net Total	0	0	0

Unforeseen Events: Please describe any unforseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

Current TIF District Activity: Please provide details regarding FY26 activities. This can include updates regarding specific projects, potential substantial change requests, etc.
The City is contemplating coming to VEPC with a substantial change request that would contain two parts: 1) A request to use investment earning to pay for interest on the bond; 2) A request to alter the budget to reflect the incorporation of grant monies received by the City of Burlington that have yet to be officially incorporated into the budget.

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

ACTUALS - VALUE/INCREMENT/REVENUES			1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013 (GL 2012)	2014 (GL 2013)	2015 07/2014-06/2015 (GL 2014)	2016 (GL 2015)	2017 (GL 2016)	2018 (GL 2017)	2019 (GL 2018)	2020 (GL 2019)	2021 (GL 2020)	2022 (GL 2021)	2023 (GL 2022)	2024 (GL 2023)	2025 (GL 2024)
Non TIF Revenues	**Total Secured**	**Total Expensed**																											
Returned TIF to VT (Gilabane)	$ (163,177)	$ (163,177)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (163,177)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
VT Trans Revenue	$ 2,500,000	$ 2,500,000	$ -	$ 500,000	$ 250,000	$ 250,000	$ -	$ -	$ 750,000	$ 250,000	$ 250,000	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
VT Sales Tax Reallocation	$ 229,498	$ 229,498	$ -	$ -	$ 159,653	$ -	$ 69,845	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
Developer's Payment	$ 144,037	$ 144,037	$ -	$ -	$ -	$ -	$ -	$ 144,037	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
CDS CD23 1 Grant	$ 12,000,000	$ 260,113																			$ -	$ -	$ -	$ -	$ -	$ -	$ 28,657	$ 231,456
RAIZ 5 Grant	$ 22,384,000	$ 515,342																			$ -	$ -	$ -	$ -	$ -	$ -	$ 104,254	$ 411,088
Sales Tax Reallocation - 9/14/2023, 3/7/2024, & 3/17/2025	$ 2,539,408	$ 480,052																			$ -	$ -	$ -	$ -	$ -	$ -	$ 480,052	$ -
City Capital Local Match for CDS Grant - 9/14/2023 & 2/20/2025	$ 600,000	$ 5,990																			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,990
0	$ -	$ -																			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	$ -																											$ -
0	$ -																											$ -
0	$ -																											$ -
Total Other Sources	**$ 40,233,766**	**$ 3,971,855**	**$ -**	**$ 500,000**	**$ 409,653**	**$ 250,000**	**$ 69,845**	**$ 144,037**	**$ 750,000**	**$ 250,000**	**$ 86,823**	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 612,963**	**$ 648,534**
	Check	$ 3,971,855																											

	Check	$ 5,468,752																											
Other TIF Fund Income	**Total All Years**																												
Interest Earnings (Education)	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
Interest Earnings (Municipal)	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
Total Interest Earnings	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Place Partner Tax Replacement Payments	$ 374,831																						$ -	$ -	$ -		$ 208,166	$ 133,332	$ 33,333
0	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
0	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
0	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
Total:	**$ 374,831**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 208,166**	**$ 133,332**	**$ 33,333**

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

						1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
																				(GL 2012)	(GL 2013)	07/2014-06/2015 (GL 2014)	(GL 2015)	(GL 2016)	(GL 2017)	(GL 2018)	(GL 2019)	(GL 2020)	(GL 2021)	(GL 2022)	(GL 2023)	(GL 2024)
						Updated based upon Reconciliation Report filed 2015																										
Debt service:		**Principal**	**Interest**	**Total Service**	**Total Year to Date**																											
Lake Street Construction	1999- HUD Sec 108 18 Years (2000-2017)	$ 1,110,133	$ 640,843	$ 1,750,976	$ 1,750,977	$ 20,000	$ 90,948	$ 95,856	$ 93,432	$ 110,167	$ 116,518	$ 107,893	$ 109,126	$ 100,049	$ 90,847	$ 69,349	$ 72,694	$ 71,741	$ 70,382	$ 68,656	$ 76,560	$ 74,169	$ 82,142	$ 107,712	$ 122,736							
Lake Street Extension	1999 - HUD Sec 108 15 Years (2000-2014)	$ 495,000	$ 382,757	$ 877,757	$ 877,763	$ -	$ -	$ -	$ -	$ -	$ 12,765	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 264,930	$ 256,725						
Urban Reserve Acquisition	1999 COPS 19 Years (2000-2018)	$ 1,390,000	$ 690,652	$ 2,080,652	$ 2,080,653	$ 25,304	$ 104,943	$ 103,368	$ 106,680	$ 104,855	$ 102,980	$ 105,958	$ 103,785	$ 106,470	$ 104,025	$ 106,446	$ 108,610	$ 105,591	$ 107,373	$ 108,845	$ 575,420	$ -	$ -	$ -	$ -							
Lakeview Parking Garage	1999 - COPS 19 Years (2000-2018)	$ 5,500,000	$ 2,521,308	$ 8,021,308	$ 7,157,210	$ 98,423	$ 236,216	$ 476,316	$ 505,716	$ 523,559	$ 535,131	$ 535,884	$ 545,816	$ 540,031	$ 548,529	$ 551,104	$ 298,091	$ 299,640	$ 295,664	$ 296,094	$ 291,081	$ 290,584	$ 289,331	$ -								
Waterfront Fishing Pier	2000 - COPS 20 Years (2001-2021)	$ 407,130	$ 287,004	$ 694,134	$ 526,412		$ -	$ 22,329	$ 33,924	$ 34,250	$ 34,040	$ 33,802	$ 33,538	$ 33,247	$ 32,930	$ 34,035	$ 33,585	$ 33,590	$ 33,542	$ 32,958	$ 33,313	$ 33,579	$ 33,750	$ -								
Lakeview, College, Westlake Garage	2005 - COPS 20 Years (2006-2026)	$ 7,870,000	$ 4,164,943	$ 12,034,943	$ 6,330,185								$ 297,174	$ 330,194	$ 635,194	$ 632,994	$ 635,393	$ 632,193	$ 633,593	$ 634,394	$ 634,594	$ 633,231	$ 631,231	$ -								
College Street Garage Improvements	2013(FY) Lease Financing (2013-2016)	$ 436,610	$ 22,348	$ 458,958	$ 417,235														$ 83,447	$ 83,447	$ 83,447	$ 83,447	$ 83,447	$ -								
Waterfront Renovation Project	Interfund Transfer (Bike Path & Waterfront North)	$ 7,800,000	$ 1,143,738	$ 8,943,738	$ 8,840,130																$ -	$ 136,368	$ 940,161	$ 933,664	$ 925,100	$ 913,727	$ 899,430	$ 835,751	$ 862,528	$ 840,743	$ 817,241	$ 735,418
Moran Redevelopment		$ 2,091,000	$ 185,694	$ 2,276,694	$ 2,112,601																$ -	$ 6,809	$ 198,551	$ 209,945	$ 218,176	$ 219,297	$ 217,652	$ 218,261	$ 213,371	$ 208,484	$ 203,552	$ 198,504
Waterfront Fishing Pier	2016B COPS 5 Years (2015-2021)	$ 143,489	$ 17,959	$ 161,448	$ 160,653																			$ 32,007	$ 32,059	$ 32,426	$ 32,099	$ 32,061	$ -	$ -	$ -	$ -
Lakeview , College, Westlake Garage	2016A COPS 9 Years (2016-2024)	$ 5,145,000	$ 1,098,078	$ 6,243,078	$ 6,213,028																			$ 880,100	$ 886,400	$ 883,300	$ 597,625	$ 594,360	$ 595,000	$ 594,375	$ 592,500	$ 589,368
s 2018C - Burlington Harbor Marina, ECHO	11/28/2018-5/1/2025	$ 405,000	$ 76,106	$ 481,106	$ 481,106																				$ -	$ 43,606	$ 73,500	$ 70,750	$ 73,000	$ 75,000	$ 71,750	$ 73,500
aterfront Tax Increment Bond Series 2018E	11/28/2018-5/1/2025	$ 745,000	$ 119,180	$ 864,180	$ 864,180																					$ 78,615	$ 134,240	$ 129,725	$ 130,210	$ 130,480	$ 130,535	$ 130,375
559,000: BTC Public Improvement $801,000	Series 2019 12/20/2019-06/30/2025	$ 4,360,000	$ 573,369	$ 4,933,369	$ 4,933,369																						$ 114,227	$ 257,198	$ 252,475	$ 248,690	$ 245,178	$ 3,815,601
Place Burlington, $18,840,000: Series 2024	0	$ 18,840,000	$ -	$ 18,840,000	$ 2,467,370																							$ 877,818	$ -	$ -	$ 711,733	$ 877,818
	0	$ -	$ -	$ -	$ -																							$ -	$ -	$ -	$ -	$ -
Total Debt		$ 56,738,362	$ 11,923,979	$ 68,662,341	$ 45,212,872	$ 143,727	$ 432,107	$ 697,869	$ 739,752	$ 772,831	$ 801,434	$ 809,948	$ 1,115,850	$ 1,136,402	$ 1,437,936	$ 1,420,339	$ 1,174,784	$ 1,169,166	$ 1,250,412	$ 1,250,805	$ 1,720,626	$ 1,284,598	$ 2,285,024	$ 2,189,839	$ 2,449,400	$ 2,427,697	$ 2,068,772	$ 3,015,924	$ 2,126,584	$ 2,097,772	$ 2,772,489	$ 6,420,585
		$ 20,689,489	$ 3,214,124	$ 23,903,613	$ 23,605,067																										$ 6,420,585
					Total Related Costs All Years																											
	Related Costs				$ 2,510,410	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,195	$ -	$ 3,125	$ 2,875	$ 3,000	$ 10,376	$ 119,501	$ 172,552	$ 258,186	$ 222,554	$ 148,320	$ 227,228	$ 274,823	$ 51,079	$ 138,523	$ 620,482	$ 175,976	$ 78,616
																																78616.12

NOT APPLICABLE AT THIS TIME FOR BURLINGTON WATERFRONT TIF DISTRICT.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Gummi Jonsson, Kara Alnasrawi

Title/Subject: FY25 TIF Reports Certification

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	3/23/2026

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	3/16/2026	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	3/17/2026	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.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/17/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	3/17/2026	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	VEPC TIF Reports
Draft Resolution or Motion?	Yes	Motions - Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Lori Olberg

FOR INFORMATION ONLY

From: Act250.Essex@vermont.gov
Sent: Thursday, March 5, 2026 2:05 PM
To: MikeF@burton.com; mikef@burton.com; paulb@engineeringventures.com; tylerb@engineeringventures.com; willf@engineeringventures.com; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; Aaron.Brondyke@vermont.gov
Subject: 4C0174-7,4C0368-4 Schedule G
Attachments: Schedule_G 4C0174-7 4C0368-4.pdf

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.

Hello,
Please find the attached document for the referenced Act 250 Application. This Notice should be posted with other legal documents at the town office.
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.

Lori Olberg FOR INFORMATION ONLY

From: Act250.Essex@vermont.gov
Sent: Monday, March 9, 2026 12:33 PM
To: Lisa.Kingsbury@uvm.edu; Lani.Ravin@uvm.edu; Lani.Ravin@uvm.edu; Lisa.Kingsbury@uvm.edu; Act250.Agenda@vermont.gov; citycouncil@southburlingtonvt.gov; jlouisos@sburl.com; Benjamin Traverse; Andrew Montroll; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; hrees@southburlingtonvt.gov; James.eikenberry@usda.gov; info@winooskinrcd.org; Joelle.Mangelinckx@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov

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

Subject: 4C0884-3 Act 250 Minor Notice and DRAFT Permit
Attachments: Minor_Notice and COS 4C0884-3.pdf; Permit_Draft 4C0884-3.pdf

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

Hello,
Please find the attached documents for the referenced Act 250 Application.
Have a nice day!

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

https://act250.vermont.gov

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Lori Olberg

FOR INFORMATION ONLY

From: Act250.Essex@vermont.gov
Sent: Tuesday, March 10, 2026 8:52 AM
To: MikeF@burton.com; mikef@burton.com; paulb@engineeringventures.com; tylerb@engineeringventures.com; willf@engineeringventures.com; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; citycouncil@southburlingtonvt.gov; jlouisos@sburl.com; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; hrees@southburlingtonvt.gov; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Aaron.Brondyke@vermont.gov
Subject: 4C0174-7,4C0368-4 Incomplete Letter
Attachments: Incomplete_Letter 4C0174-7 4C0368-4.pdf

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.

Hello,
Please find the attached document for the referenced Act 250 Application.
Be safe. Be well.

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

https://act250.vermont.gov

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FOR INFORMATION ONLY

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, March 10, 2026 3:31 PM
To: Lori Olberg
Subject: Things To Do After Town Meeting, Launch of CHIP IN VT, and much more

[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

CHIP creates new opportunities for municipalities, yet implementing it will require more staff hours and technical expertise than many of Vermont's towns, cities, and villages have. We've designed CHIP IN VT to help close this capacity gap by providing our members with practical training, tools, and ongoing technical assistance.

Announcements & Updates

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Some officials must take certain steps within specific time frames. Refer to our Municipal Assistance Center's webpage and related links for full information.

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We hope your organization's Primary and Billing contacts for VLCT will update the names and contact information of elected officials in the VLCT MAP database this week – so new officeholders can use our trainings and resources right away!

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Certain new and returning municipal officers such as chairs of local legislative bodies, town or city managers, and mayors are required to take the Secretary of State's recorded training every year.

Ethics Training Is Required for Certain Municipal Officers
Members of legislative and quasi-judicial bodies, chief administrative officers, mayors, and town or city managers are required to complete the State Ethics Commission's recorded training within 120 days of their election or appointment and to retake the training every three years thereafter.

Tunbridge Trails Case Definitive Decision
The Vermont Supreme Court recently ruled on the landowners' appeal to the district court's ruling about whether a municipality has the right to maintain legal trails on private property.

Perspectives on Dignity with Tim Shriver of the Dignity Index
Tim Shriver's insights from the annual meeting of the National Governors Association include "we either honor each other's dignity and prosper, or we violate each other's dignity and suffer."

FOR INFORMATION ONLY

Lori Olberg

From: Tyler Barnard <tylerb@engineeringventures.com>
Sent: Tuesday, March 10, 2026 3:40 PM
To: Act250.Essex@vermont.gov; MikeF@burton.com; mikef@burton.com; Paul Boisvert; Will Feltus; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; citycouncil@southburlingtonvt.gov; jlouisos@sburl.com; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; hrees@southburlingtonvt.gov; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Aaron.Brondyke@vermont.gov
Subject: RE: 4C0174-7,4C0368-4 Incomplete Letter
Attachments: Response to Incomplete Letter.pdf

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

Some people who received this message don't often get email from tylerb@engineeringventures.com. Learn why this is important
[WARNING]: This email was sent from someone outside of the City of Burlington.

Hello,

Please see the response to the incomplete letter attached. A folder has been created on the FTP portal titled "4C0174-7,4C0368-4 Incomplete Response" where supplemental submission documents have been uploaded. The application has been revised to include language about the bridge aesthetics as requested and has been resubmitted.

Thank You,
Tyler Barnard, EIT
Staff Engineer
Direct: (802) 255-9740

Engineering Ventures, PC
Creative Structural & Civil Engineering
Burlington, VT · Lebanon, NH · Saratoga, NY

Learn more about EV!

From: Act250.Essex@vermont.gov <Act250.Essex@vermont.gov>
Sent: Tuesday, March 10, 2026 8:52 AM
To: MikeF@burton.com; mikef@burton.com; Paul Boisvert <paulb@engineeringventures.com>; Tyler Barnard <tylerb@engineeringventures.com>; Will Feltus <willf@engineeringventures.com>; btraverse@burlingtonvt.gov; amontroll@burlingtonvt.gov; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; burlingtontownclerk@burlingtonvt.gov; smontgomery@burlingtonvt.gov; lolberg@burlingtonvt.gov; citycouncil@southburlingtonvt.gov; jlouisos@sburl.com; burlingtontownclerk@burlingtonvt.gov; smontgomery@burlingtonvt.gov; lolberg@burlingtonvt.gov; hrees@southburlingtonvt.gov; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Aaron.Brondyke@vermont.gov
Subject: 4C0174-7,4C0368-4 Incomplete Letter

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

Lori Olberg

FOR INFORMATION ONLY

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, March 10, 2026 6:09 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

For 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.

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

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status	ENB Link
Corrective Action Plan	168 Archibald St	20235279	Kitter Spater	Burlington	Draft Decision - Public Comment Period	PN26.0010071

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	The administrative record set for this activity has been modified. Please visit the ENB to view the activity	2026-03-10	Draft Decision - Public Comment Period	PN26.00400

FOR INFORMATION ONLY

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Wednesday, March 11, 2026 4:04 PM
Subject: FPR/ACCD Press Release: Vermont Launches Toolkit to Help Strengthen Local Outdoor Recreation Economies

You don't often get email from stephanie.brackin@vermont.gov. Learn why this is important
[WARNING]: This email was sent from someone outside of the City of Burlington

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

PRESS RELEASE
For Immediate Release – March 11, 2026

Contact:
Jackie Dagger, Program Manager
Vermont Outdoor Recreation Economic Collaborative (VOREC)
Department of Forests, Parks and Recreation / Agency of Commerce and Community Development
jackie.dagger@vermont.gov, 802-636-7410

Vermont Launches Toolkit to Help Strengthen Local Outdoor Recreation Economies

March 13th Webinar Will Introduce New Resource to Community Leaders

Montpelier, Vt. – Today, the Vermont Outdoor Recreation Economic Collaborative launched a toolkit to give Vermont communities of all sizes a practical roadmap for measuring and growing their outdoor recreation economies. The **Vermont CORE Toolkit** (Community Outdoor Recreation Economy), a comprehensive resource designed to support municipalities and local organizations, is available starting today at vtcoretoolkit.com.

VOREC will host a webinar to introduce the Toolkit on **Friday, March 13, from 11 am to 12:30 pm**. Registration details can be found below.

The Toolkit is organized across three modules:

- **Build Your Case** identifies the preparation needed to create a strong foundation.
- **Create Your Outdoor Recreation Economy Snapshot** guides communities in inventorying outdoor recreation assets, events, and businesses, and turning data into a ready-to-share report suitable for grant applications, planning efforts, and outreach to partners.
- **Take a Deeper Dive** helps communities identify opportunities for further investment, including tracking visitation, estimating visitor spending, and communicating value to leverage funding and advance strategic local projects.

The Toolkit is designed for community leaders with any level of experience, providing practical, adaptable guidance that local leaders can easily access. "Our city wants to become the hub for outdoor recreation for our five-town region," said Vergennes City Manager Ron Redmond, who helped pilot the toolkit in 2025. "While we knew Vergennes was a destination for outdoor recreation,

FOR INFORMATION ONLY

Lori Olberg

From: Vermont Department of Housing and Community Development <accd.dhcd@vermont.gov>
Sent: Thursday, March 12, 2026 4:44 PM
To: Lori Olberg
Subject: New Webinars, Conference Registrations, and Capital for a Day

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

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

AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT View this email in your browser.

Department of Housing and Community Development

March 2026

COMMENTS FROM THE COMMISSIONER

Town Meeting Day always presents a unique opportunity to explore the communities we serve and check on the progress they are making towards revitalization goals. With the legislature on town meeting week break, the Governor's Capital For a Day headed to Essex County.

DHCD met with members of the Lunenburg-Gilman Community Trust and the Lunenberg Selectboard to tour the historic Gilman Schoolhouse and the vacant Gilman middle school. Revitalization efforts include a preservation project, in partnership with the Preservation Trust of Vermont, to convert the historic schoolhouse into four apartments.

The Gilman Senior Center was next, a project that succeeded largely thanks to a Vermont Community Development Program investment. The Gilman Village Center, in partnership with the Community Planning and Revitalization Division of DHCD, made this project possible.

FOR INFORMATION ONLY

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Friday, March 13, 2026 10:09 AM
To: Lori Olberg
Subject: Reminder: Things To Do After Town Meeting, Launch of CHIP IN VT, and much more

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

For additional information contact the City Clerk's Office

CHIP creates new opportunities for municipalities, yet implementing it will require more staff hours and technical expertise than many of Vermont's towns, cities, and villages have. We've designed CHIP IN VT to help close this capacity gap by providing our members with practical training, tools, and ongoing technical assistance.

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FOR INFORMATION ONLY

Lori Olberg

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, March 16, 2026 2:48 PM
To: Lori Olberg
Subject: March 16, 2026

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

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

The critical crossover deadline fell on Friday the 13th, which was mostly lucky for VLCT as several critical bills moved out of committee despite some brewing controversy. The day started bright and early with final changes made to the year's land use bill, S. 325, and a unanimous vote by the Senate Natural Resources committee. It ended late with the still very unsettled debate over municipal regulation of agriculture as the House Agriculture Committee reached a tentative agreement on their miscellaneous agriculture bill.

We did have one pleasant surprise: the productive House Committee on General Affairs and Housing had moved their major housing and labor bills a week prior, freeing up critical hearing time to consider and vote out a very short but important bill relating to municipal officers.

In this *Weekly Legislative Report*, we update you on some of the most important bills advancing this session on transportation, land use and housing, agriculture, and more.

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 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*.

FOR INFORMATION ONLY

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Monday, March 16, 2026 5:16 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

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

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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
Stormwater Runoff from Construction Sites General Permit 3-9020 (CGP) for Moderate Risk Projects: Notice of Intent	*Burton Site Improvements*	*3128-9020.3*	*Burton Corporation*	*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.* *The administrative*	*2026-03-16*	*Draft Decision - Public Comment Period*	*PN26.0009468*

Lori Olberg

FOR INFORMATION ONLY

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, March 17, 2026 5:13 PM
To: Burlington Town Clerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

If you suspect this email is fraudulent, or if you need additional help, 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.

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

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status	ENB Link
Corrective Action Plan	*134 Archibald St.*	*20083807*	*Jonny Adler*	*Burlington*	*Draft Decision - Public Comment Period*	*PN26.0010656*

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
Corrective Action Plan	*134 Archibald St.*	*20083807*	*Jonny Adler*	*Burlington*	*A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments*	*2026-03-17*	*Draft Decision - Public Comment Period*	*PN26.0010656*

FOR INFORMATION ONLY

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Wednesday, March 18, 2026 9:26 AM
To: HOA@GARRETTSPROPERTIES.COM; HOA@GARRETTSPROPERTIES.COM; cbonanni@bpflegal.com; mewsb24@gmail.com; LANCE@GARRETTSPROPERTIES.COM; EGarrett@drm.com; jaoetjen@netzero.net; enriquefarinadmd@yahoo.com; w.burger@verizon.net; rocksean9@gmail.com; mattandwendym@gmail.com; mattandwendym@gmail.com; schisa@gmail.com; faustburger@gmail.com; allison@haft4.com; website@stephpappas.com; szelest.k@gmail.com; website@stephpappas.com; vesperluna@gmail.com; mary.annette.cox@gmail.com; chairmanstein@gmail.com; stuart.haft@amrl.com; Hyonjyoo@gmail.com; iwonasz1905@gmail.com; iwonasz1905@gmail.com; iwonasz1905@gmail.com; iwonasz1905@gmail.com; chefshmuelgoldberg@gmail.com; amylmalinowski@gmail.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 - 2
Attachments: Incomplete_Letter 4C0378-2 (2nd).pdf

For comments received after this date, please contact the City Clerk's Office

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

Hello,
Please find the attached document for the reference 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.

FOR INFORMATION ONLY

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Thursday, March 19, 2026 7:54 AM
To: MikeF@burton.com; mikef@burton.com; paulb@engineeringventures.com; tylerb@engineeringventures.com; willf@engineeringventures.com; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; James.eikenberry@usda.gov; info@winooskinrcd.org; Joelle.Mangelinckx@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Aaron.Brondyke@vermont.gov

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

Subject: 4C0174-7,4C0368-4 Minor Notice
Attachments: Minor_Notice and COS 4C0174-7 4C0368-4.pdf; Permit_Draft 4C0174-7 4C0368-4.pdf

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

Hello,
Please find the attached document for the referenced Act 250 Application, for your review and posting (town clerk).
Thank you and have a nice day.

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.

CITY OF BURLINGTON

ORDINANCE _____
Sponsor: Office of City Planning, Ordinance Committee

Public Hearing Dates: _____
_____
First reading: _____
Referred to: _____
Rules suspended and placed in all stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Six

An Ordinance in Relation to

CDO—TDM Exemptions for Affordable Housing
ZA-26-03

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Article 8, Parking; Part 1, General Requirements; Sec. 8.1.9-1, Maximum Off-Street Parking Requirements; and Table 8.1.16-1, Transportation Demand Management Program Required; to clarify the definition of affordable housing projects to include buildings within a Planned Unit Development, and to clarify that Affordable Projects are only required to meet a subset of Transportation Demand Management requirements even in the case of a Waiver of Maximum Parking Limitations applying TDM requirements to a project. As such, the ordinance is amended to read as follows:

***

ARTICLE 8: PARKING

***

PART 1: GENERAL REQUIREMENTS

***

Sec. 8.1.9 Maximum On-Site Parking Spaces

The total number of off-street parking spaces provided in any parking district shall not be more than as allowed in Table 8.1.9-1 below:

(a) Where a use is not listed, the maximum parking requirements shall be determined by the administrative officer based upon a determination that the use is substantially equivalent in use, nature, and impact to a listed use.
(b) When the calculation yields a fractional number of maximum spaces, the number of spaces shall be rounded to the nearest whole.

Table 8.1.9-1 Maximum Off-Street Parking Requirements—*As written.*

(a) **Exemptions:** The following shall not be included in the maximum number of allowable spaces required by this section:

1. – 6. *As written.*

7. *Waiver of Maximum Parking Limitations.* Parking in excess of the maximum parking limitation of this section, may be waived by the DRB pursuant to the following requirements:

A. The applicant requesting the waiver shall also provide:

(i) a peak demand parking study for two similar uses in the area; and,

(ii) a TDM Plan pursuant to the requirements of Sec. 8.1.16,~~.~~ provided that Affordable Projects shall only be required to comply with Sections 8.1.16(c) 1 and 8.1.16(c) 4, as stated in Table 8.1.16-1.

B. *As written.*

***

Section 8.1.16 Transportation Demand Management

(a) Purpose: *As written.*

(b) Applicability:

(1) A Transportation Demand Management Program shall be required for all projects in any Parking District involving any one or more of the following:

Table 8.1.16-1 Transportation Demand Management Program Required			
Project Type	**Applicable Projects**	**Affordable Projects**	**Small Projects**
	• Creation of 10 or more dwelling units • A non-residential or Mixed Use development with a building footprint of eight thousand (8,000) sq.ft. or more; or the creation of fifteen thousand (15,000) sq.ft. or more of gross floor area	Projects involving one or more "Applicable Projects" and that also contain at least 75% of dwelling units meeting or exceeding the affordability criteria of Article 9, Inclusionary & Replacement Housing, or housing rented to tenants receiving federal or state rental assistance including buildings within a Planned Unit Development that meet or exceed the above criteria	Creation of five (5) to nine (9) dwelling units
Applicable TDM Sections	All provisions of Sec. 8.1.16 (c)	Sec. 8.1.16 (c) 1. and Sec. 8.1.16 (c) 4. only	Sec. 8.1.16 (c) 3. b. only

For projects that were issued permits with TDM requirements prior to January 31, 2023, an administrative permit amendment may be requested to align the permit with the TDM requirements set forth herein.

(c) Transportation Demand Management (TDM) Program: A TDM Program shall include each of the following elements at a minimum:

(1) **Outreach and Education:**

a. Designation of a Transportation Coordinator who directly, or indirectly through membership in a Transportation Management Association, shall be responsible for each of the following:

1. Prepare and always make available to all residents and employees informational and educational materials regarding available TDM strategies and opportunities for increased use and participation;
2. Preparation and dissemination of an annual travel survey of all residents and employees; and,
3. Record-keeping and reporting to City upon request of all TDM activities offered and rates of participation (including parking utilization if applicable).

(2) **TDM Strategies:** In addition to compliance with the on-site Bicycle Parking requirements found in Article 8, Part 2, each TDM Program must incorporate TDM strategies to minimize the amount of parking demand associated with the project. At a minimum, a TDM Program shall select no less than two (2) of the following TDM strategies, which shall be selected and filed with the Administrative Officer on an annual basis: Article 8: Parking Article Last Updated: January 25, 2023 Comprehensive Development Ordinance p. 8-18 City of Burlington, VT

a. Maintain an ongoing and active membership in a Transportation Management Association (TMA);

b. Provide GMT Transit passes to all residents and employees at a minimum discount of 50%;

c. Provide a free car share membership to all residents and employees;

d. Provide a free bike share membership to all residents and employees;

e. If not already provided through a TMA membership, provide residents and employees with a shuttle service, guaranteed ride home program, or ride to a nearby transit center.

(3) **Parking Management:** Where on-site or off-site parking is also made available:

a. Conduct parking utilization studies at least annually for a period of 7 years from receipt of a Certificate of Occupancy;

b. With the exception of permanently affordable housing units, the cost of parking shall be un-bundled from all residential and nonresidential leases and deeds and made available at a market rate;

c. Where parking spaces are made available to off-site users, parking spaces may be made available by a renewable lease, provided the term of any lease does not exceed one (1) year; and,

d. Priority parking spaces: when on-site parking is provided, the following must be located in closest proximity to a primary building entrance and/or public street frontage:

1. ADA Accessible spaces;
2. Bicycles, scooters, and motorcycles spaces;
3. Car-share: where 1 space must be offered for projects with 20 or more residential units, subject to an agreement with a car-share provider; and,
4. Carpool and/or Vanpool vehicles: where more than 20 spaces are available for non-residential uses. In such cases, 5 spaces or 5% of the parking spaces on site, whichever is less, must be reserved for carpool/vanpool use before 9:00 AM on weekdays.

(4) **TDM Agreement:** Each TDM Plan shall include a signed commitment to and acknowledgement of each of the following on a form provided by the Administrative Officer:

a. Commitment to ongoing implementation of the TDM requirements as set forth above; Article 8: Parking Article Last Updated: January 25, 2023 Comprehensive Development Ordinance p. 8-19 City of Burlington, VT

b. Acknowledgement that the project has no claim to the ongoing availability of nearby on-street public parking, and that, as is the case with other on-street public parking, the City retains the right to charge for, restrict or remove such on-street parking at any time;

c. Acknowledgement that failure to maintain transportation demand management as required above is a violation of this ordinance, and understanding that, pursuant to Sec. 2.7.8 of this ordinance, no zoning permit or certificate of occupancy may be granted until any such violation has been remedied; and,

d. Commitment to notify any subsequent owners and tenants in writing of their obligations under this section as part of any purchase and sale and/or lease agreements.

Review and Enforcement: The Administrative Officer shall be responsible for determining compliance with the TDM Program requirements as set forth above, and ongoing implementation shall be included as a condition of any discretionary or administrative permit required for development subject to the conditions of this Section.

Failure to maintain a TDM Program as required above shall be a violation of this ordinance, and pursuant to Sec. 2.7.8 of this ordinance no zoning permit or certificate of occupancy may be granted without a TDM Program in effect.

Guidelines regarding compliance with these TDM requirements shall be developed and provided to applicants by the Administrative Officer.

* Material stricken out deleted.
** Material underlined added.

Planning/KS/ Ordinances 2026/ZA-26-03 TDM Exemptions for Affordable Housing
CDO Sections 8.1.9 and Table 8.1.16-1

CCOC 3/19/26

City of Burlington, VT
149 Church Street, 3rd Floor
Burlington, VT 05401
Phone: (802) 865-7194
www.burlingtonvt.gov/plan

TO: Burlington City Council
FROM: Stella Jordan, Senior Planner
Charles Dillard, AICP, Director of City Planning
DATE: March 23, 2026
RE: Proposed ZA-26-03 TDM Exemptions for Affordable Housing

This memo is intended to provide an overview about the proposed changes included in ZA-26-03. This amendment originated with the City Council Ordinance Committee and has been forwarded to both the Planning Commission and the City Council for review and comments.

1. Overview

This amendment originated with the City Council Ordinance Committee, who sought to address challenges raised to them by affordable housing developers. Following a discussion with these developers at the February 6, 2026 City Council Ordinance Committee meeting, the Committee directed staff to draft ZA-26-03 to address the issues raised, which are outlined in Section 2 of this memo. By request, staff presented this memo and draft Amendment at the March 6, 2026 City Council Ordinance Committee, at which the Committee recommended referring the Amendment to the Planning Commission for review, while simultaneously referring the Amendment to City Council with the warning of a Public Hearing. The City Council Ordinance Committee is in strong support of advancing this amendment in a timely manner.

This Amendment proposes clarifying the definition of affordable housing projects and their obligations in relation to Transportation Demand Management (TDM) requirements. Specifically, this Amendment proposes including affordable buildings within a Planned Unit Development (PUD) in the definition of Affordable Projects when determining TDM requirement applicability, and further clarifying that Affordable Projects are only required to meet a subset of TDM requirements as provided in Article 8, Section 8.1.16 of the Comprehensive Development Ordinance, even in the case of a Waiver of Maximum Parking Limitations applying TDM requirements to a project or a PUD.

2. Background & Past Efforts

This Amendment addresses concerns raised by the developers of buildings that contain affordable housing within the Cambrian Rise PUD that compliance with full TDM requirements would represent an undue administrative and cost burden for the affordable buildings in particular. The TDM requirements in question were activated by a 2022 project-wide Maximum Parking Waiver and dwelling unit count increase amendment for the entire Cambrian Rise PUD.

Under the current CDO regulations regarding Waivers of Maximum Parking Limitations (Sec. 8.1.8 (a) 7. A.), the Cambrian Rise project must submit a project-wide TDM Plan consistent with TDM regulations (Sec. 8.1.16) wherein all buildings in the PUD are subject to the full suite of applicable TDM Program requirements. The developers of the affordable buildings for Cambrian Rise sought an amendment to the project's current TDM plan (which was submitted with the 2022 project amendment) to exempt these buildings from elements of the existing TDM plan and separate them from the rest of the Cambrian Rise project with respect to the implementation of Outreach and Education strategies and TDM strategies. The Development Review Board reviewed this request on December 16, 2025, finding that the affordable buildings in question were part of the overall Cambrian Rise project (providing much of its required inclusionary housing) and benefit from the project-wide maximum parking waiver; that the CDO's definition of Affordable Projects in Section 8.1.16 does not apply to affordable

buildings within a PUD that are fulfilling a project's inclusionary housing requirements; and that a project-wide TDM plan must be inclusive of the entire development.

The Cambrian Rise project's existing TDM plan comprises four elements, as required by Section 8.1.16: Outreach and Education (which is being undertaken by the Cambrian Rise property manager in partnership with CATMA), TDM Strategies (in partnership with CATMA), Parking Management, and a TDM Agreement (fulfilled by the TDM plan). The exemption sought for affordable buildings, which this Amendment in effect provides by clarifying that the definition of Affordable Projects includes affordable buildings within a PUD and that these buildings may also be exempted from project-wide TDM requirements imposed by a maximum parking waiver, limits TDM requirements to Outreach and Education and a TDM Agreement only.

The City Council Ordinance Committee discussed the possibility of an amendment to address this topic and heard from affordable housing developers about the project and TDM requirements in question on February 6, 2026. Staff from the Office of City Planning also provided context at this meeting about the existing CDO requirements, and shared information about two relevant forthcoming amendments: a larger TDM amendment that is currently being drafted to comprehensively update Burlington's TDM requirements, which will also include updated requirements and strategies related to affordable housing projects; and a larger Inclusionary Zoning amendment that will update and modernize the City's inclusionary housing development requirements. Committee members elected to advance ZA-26-03 as a standalone amendment prior to these larger updates, specifically to address the concerns outlined above. These broader efforts were also discussed at the March 6, 2026 Ordinance Committee meeting, at which the Committee reviewed the draft Amendment and recommended its referral to both the Planning Commission for review and the City Council with a Public Hearing warned. During the March 6 discussion Committee members expressed strong support for moving this Amendment forward in a timely manner, and at least one member expressed that this Amendment clarifies the original intent of the existing TDM ordinance.

4. Proposed Amendment: ZA-26-03

a) Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment

b) Purpose Statement

The proposed change in ZA-26-03 aims to clarify definitions of affordable housing projects in relation to TDM requirements.

c) Proposed Amendment

1. Amendments to Article 8: Parking

- Amends Sec. 8.1.8 (a) 7. A. (ii) to clarify that Affordable Projects as defined in Table. 8.1.16-1 are only required to comply with two applicable sections of TDM requirements when a Waiver of Maximum Parking Limitations is applied to a project.
- Amends Sec. 8.1.16 (b) Table 8.1.16-1 to clarify that the definition of Affordable Projects includes buildings within a Planned Unit Development that meet or exceed provided criteria.

d) Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	**Dynamic**	**Distinctive**	**Inclusive**	**Connected**
Land Use:	**Conserve**	**Sustain**	**Grow**	

Compatibility with Proposed Future Land Use & Density

The proposed amendment aligns with the land use and density policies outlined in planBTV. Its purpose is to support affordable housing development by balancing economic challenges and mobility needs. This change reflects the intent of the “Inclusive” theme, which prioritizes providing and promoting affordable housing choices and accessible transportation and mobility options for all residents.

Impact on Safe & Affordable Housing

This amendment reduces administrative and cost burdens that TDM requirements may impose on affordable housing development. By providing for the exemption of some TDM requirements for affordable buildings within a PUD that are providing required inclusionary housing for a project, this amendment may encourage more PUDs to separate their required inclusionary dwelling units into standalone affordable buildings rather than incorporating them into buildings that also contain market-rate units, resulting in increasing segregation of affordable housing from market-rate housing.

Planned Community Facilities

This amendment has no direct impact on planned community facilities.

h) Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process					
Draft Amendment prepared by Staff 3/4/26	Presentation to & discussion by Commission: 3/10/26	Approve for Public Hearing	Public Hearing	Approved & forwarded to Council	
City Council Process					
First Read & Referral to Ordinance Committee	**Ordinance Committee discussion** 2/6/26, 3/6/26	Ordinance Committee recommend	Second Read	Public Hearing	Council Approval & Adoption

*Discussed by the Planning Commission Ordinance Committee

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Office of City Planning Submitter: Stella Jordan

Title/Subject: ZA-26-03 TDM Exemptions for Affordable Housing

Approval Requested:		Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/23/2026
☐	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	3/17/2026	Charles Dillard
Mayor's Office	Yes	3/18/2026	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	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	3/19/2026	Kim Sturtevant
CAO for budget, financing, and memo	Yes	3/18/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION TO ACCEPT THE DEDICATION FOR A PORTION OF 99 INTERVALE ROAD

RESOLUTION_____
Sponsor(s): TEUC
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, the City of Burlington owns the parcel at 99 Intervale Road depicted in Exhibit A hereto (the "Property");

WHEREAS, the City of Burlington desires to dedicate a portion of the Property to the City, as show in in Exhibit A, in fee, by quitclaim deed, for right-of-way purposes; and

WHEREAS, on January 27, 2026, the Transportation, Utilities, and Energy Committee, considered the Dedication and recommended that the City Council accept it; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the Mayor execute such deed and to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.

ER/Resolutions 2026/Authorization to Accept the Dedication for a Portion of 99 Intervale Rd
3/23/26

Exhibit A
99 Intervale Road Boundary Line Adjustment Plat

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: City Council

FROM: Julia Ursaki, Public Works Transportation Engineer
Laura Wheelock, PE, Division Director of Tech Services/City Engineer (DPW)

DATE: March 23, 2026

CC: Chapin Spencer, Director of Public Works

RE: Intervale Rd Path – 99 Intervale Dedication and Acceptance

Request

The Department of Public Works (DPW) seeks City Council to accept the dedication of a portion of the 99 Intervale Road via the attached resolution.

Background

A dedicated bicycle and pedestrian facility along Intervale Road – connecting Riverside Avenue to the Intervale's farms, trails, businesses and events – has long been a multi-modal safety goal of the City. There is no pedestrian or bicycling facility on Intervale Road currently, so walkers and cyclists seeking to access the Intervale's trails, businesses, farms and community gardens are sharing the road with cars, tractor trailers, farm vehicles, etc. Additionally, Intervale Road has a sharp corner with limited sight distances in the middle of the hill. Improvement to the corridor has been identified as a need for decades in City documents including in the City's 1998 Bicycle Plan, the 2011 Transportation Plan and the more recent 2017 planBTV Walk/Bike. This project will build a 10-foot shared use path on the west side of Intervale Road along with new curbing and stormwater infrastructure for both the path and the road. This project currently has about $1.2M in federal funding from a Vermont Agency of Transportation (VTrans) Bicycle and Pedestrian grant.

Boundary Line Adjustment and Dedication and Acceptance

Part of the VTrans project development process includes the Right-of-Way (ROW) phase where staff work to secure all necessary property rights to build and maintain the federally-funded project. In most cases, this can be achieved with easements from property owners. However, the

City of Burlington currently owns the parcel at 99 Intervale Road and has plans to sell it in the foreseeable future. The City cannot grant an easement to itself, so to protect the property rights of the path when this parcel is sold, staff are proposing a lot line adjustment of the 99 Intervale Road parcel and that the City Council accept the land as part of the public right-of-way.

This land is currently leased by Gardener's Alive and the Intervale Center and used for soil storage and sales by Gardener's Alive. Both parties have already signed a lease amendment supporting the boundary line adjustment and use of the land for the Intervale Road Path. This transaction will transfer approximately 0.11 acres (approximately 4,900 square feet) of the 99 Intervale Road parcel to the public right-of-way. This change is shown in **Attachment 2: 99 Intervale Road Boundary Line Adjustment Plat.**

Because this is a City-owned parcel being dedicated to the City as public right-of-way, there is no cost associated with this boundary line adjustment. In addition, there is a multi-part process for the City to offer and then accept the additional land as right-of-way:

- 99 Intervale Road boundary line adjustment via the Department of Permitting and Inspections permit (this is in process)
- Dedication and Acceptance of the new land by the City Council (this is what we are seeking approval for with this item)

The Transportation, Energy, and Utilities Committee (TEUC) approved and recommended that City Council accept this dedication at their meeting on January 27, 2026.

Budget Update

Please note that based on current construction estimates, we anticipate the need for an additional $1,300,000 to construct this project. $300,000 of this would pay for contaminated soil/hazardous waste removal and is considered a "non-participating" cost that is not grant-eligible. For the remaining $1,000,000 budget gap, DPW hopes to seek additional grant funds for this project. Any grant funds would likely be an 80% federal and 20% local funding split, meaning the City would need to provide approximately $200,000 in additional local match, and $300,000 in non-participating costs, for a total of $500,000 additional city dollars to support this project. Our original grant application was based on cost estimates from the 2018 feasibility study. Since then, construction costs have increased significantly and additional items discovered during the design phase, like the stormwater system constraints and contaminated soils and groundwater, have also driven up the cost to construct this project.

One way we have worked to limit the project's cost on the City's General Fund is by coordinating this work with VTrans and New England Central Railroad (NECR) as they are planning rail crossing upgrades on Intervale Road in the next couple of years. Through our coordination, the rail crossing design has been modified to accommodate the future bike/pedestrian crossing, which will make our project less costly. The estimated cost for the rail crossing improvements is upwards of $2 million, which VTrans is funding in full. We will continue to pursue various opportunities to further limit the overall project cost on the City's General Fund. **Note we are not seeking action on the project budget at this time, only providing a future forecast of**

anticipated project funding needs.

Project Schedule

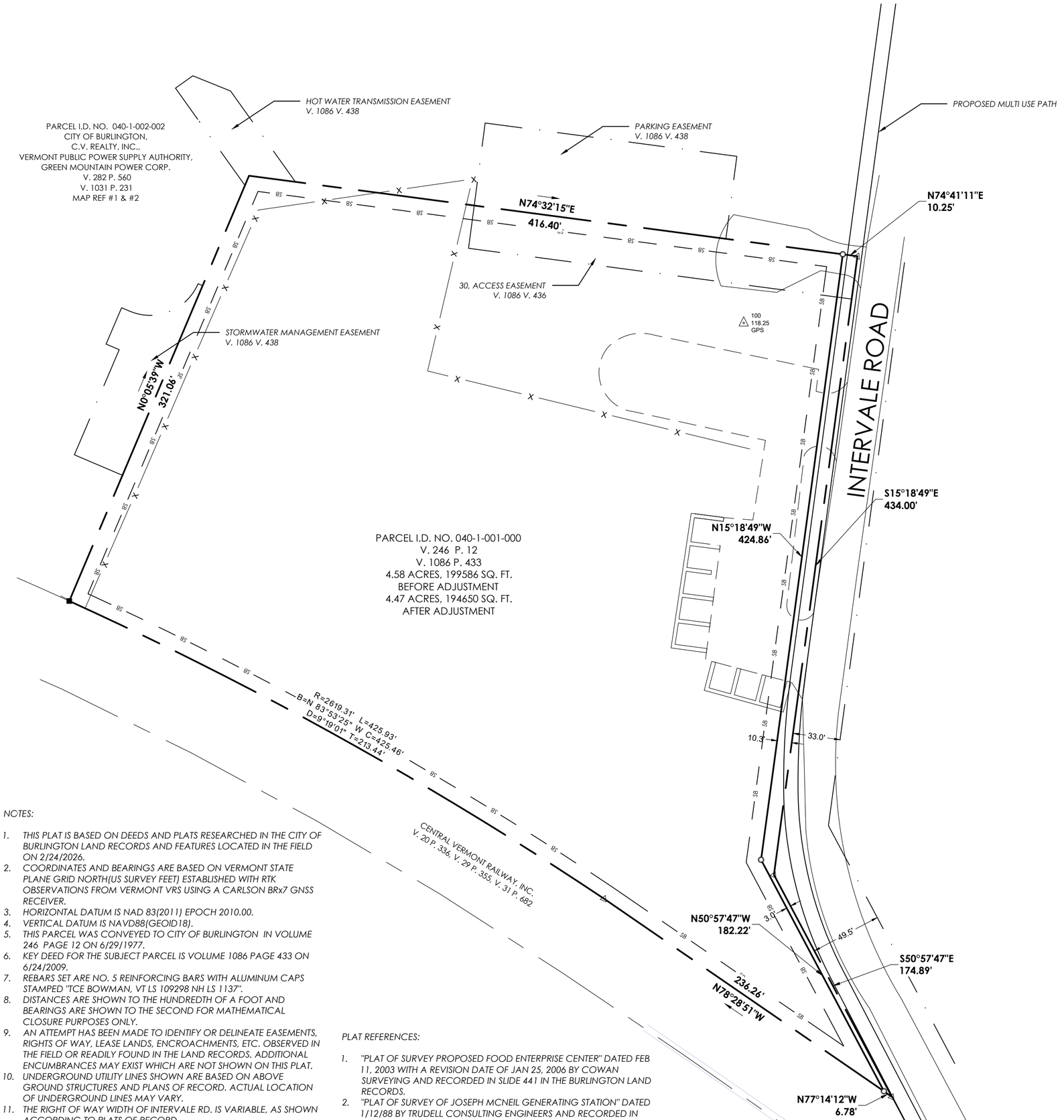
This project is currently in the right-of-way phase, where the project team is coordinating with property owners and refining our design to acquire all necessary property rights for the project. We expect this phase to last until spring 2026 before we receive “right-of-way clearance” from VTrans. This will make the project eligible for additional VTrans funding, which we hope to seek in 2026. If additional funding is secured, we anticipate putting this project out to bid in winter 2026/2027 and starting construction in 2027. The final timeline will be dependent on coordination with the VTrans/NECR rail crossing project.

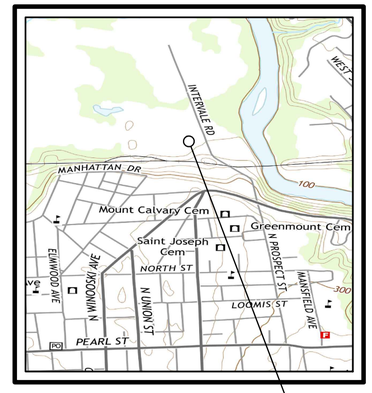
Motion

To waive the reading and adopt the resolution.

Attachments

1. Resolution
2. 99 Intervale Road Boundary Line Adjustment Plat





PROJECT LOCATION

LEGEND

- PROPERTY LINE
- PROPOSED PROPERTY LINE
- ADJOINING PROPERTY LINE
- EXISTING FENCE
- EASEMENT
- REBAR (FOUND)
- CONCRETE MONUMENT (FOUND)
- CALCULATED POINT
- REBAR (TO BE SET)

"APPROVAL OF THIS LOT LINE ADJUSTMENT PLAT DOES NOT CONSTITUTE THE CREATION OF A SEPARATE PARCEL OR LOT. IT ADJUSTS THE PHYSICAL LOCATION OF THE COMMON BOUNDARY OF THE ADJOINING PARCELS OR LOTS. THIS LOT LINE ADJUSTMENT HAS BEEN APPROVED BY:

_____
CITY OF BURLINGTON ADMINISTRATIVE OFFICER/ASSISTANT ADMINISTRATIVE OFFICER"

DATE: _____ ZONING PERMIT #_____ "

BURLINGTON CITY CLERK'S OFFICE
RECEIVED FOR RECORD

_____ *A.D. 202_____*
at _____ O'clock _____ minutes _____ m
and recorded in plat hanger # _____
Attest: _____ City Clerk

Graphic Scale

0 20 40 60 80 100 Feet

NOTES:

1. *THIS PLAT IS BASED ON DEEDS AND PLATS RESEARCHED IN THE CITY OF BURLINGTON LAND RECORDS AND FEATURES LOCATED IN THE FIELD ON 2/24/2026.*
2. *COORDINATES AND BEARINGS ARE BASED ON VERMONT STATE PLANE GRID NORTH(US SURVEY FEET) ESTABLISHED WITH RTK OBSERVATIONS FROM VERMONT VRS USING A CARLSON BRx7 GNSS RECEIVER.*
3. *HORIZONTAL DATUM IS NAD 83(2011) EPOCH 2010.00.*
4. *VERTICAL DATUM IS NAVD88(GEOID18).*
5. *THIS PARCEL WAS CONVEYED TO CITY OF BURLINGTON IN VOLUME 246 PAGE 12 ON 6/29/1977.*
6. *KEY DEED FOR THE SUBJECT PARCEL IS VOLUME 1086 PAGE 433 ON 6/24/2009.*
7. *REBARS SET ARE NO. 5 REINFORCING BARS WITH ALUMINUM CAPS STAMPED "TCE BOWMAN, VT LS 109298 NH LS 1137".*
8. *DISTANCES ARE SHOWN TO THE HUNDREDTH OF A FOOT AND BEARINGS ARE SHOWN TO THE SECOND FOR MATHEMATICAL CLOSURE PURPOSES ONLY.*
9. *AN ATTEMPT HAS BEEN MADE TO IDENTIFY OR DELINEATE EASEMENTS, RIGHTS OF WAY, LEASE LANDS, ENCROACHMENTS, ETC. OBSERVED IN THE FIELD OR READILY FOUND IN THE LAND RECORDS. ADDITIONAL ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT.*
10. *UNDERGROUND UTILITY LINES SHOWN ARE BASED ON ABOVE GROUND STRUCTURES AND PLANS OF RECORD. ACTUAL LOCATION OF UNDERGROUND LINES MAY VARY.*
11. *THE RIGHT OF WAY WIDTH OF INTERVALE RD. IS VARIABLE, AS SHOWN ACCORDING TO PLATS OF RECORD.*
12. *THIS PARCEL IS IN THE ENTERPRISE - AGRICULTURAL PROCESSING AND ENERGY ZONING DISTRICT. ALL SETBACKS IN THIS DISTRICT ARE 10 FEET. THIS INFORMATION RECOVERED FROM THE CITY OF BURLINGTON ZONING DOCUMENTS LOCATED ON THE CITY OF BURLINGTON'S WEB SITE ON 2/25/2026.*

PLAT REFERENCES:

1. *"PLAT OF SURVEY PROPOSED FOOD ENTERPRISE CENTER" DATED FEB 11, 2003 WITH A REVISION DATE OF JAN 25, 2006 BY COWAN SURVEYING AND RECORDED IN SLIDE 441 IN THE BURLINGTON LAND RECORDS.*
2. *"PLAT OF SURVEY OF JOSEPH MCNEIL GENERATING STATION" DATED 1/12/88 BY TRUDELL CONSULTING ENGINEERS AND RECORDED IN SLIDE 218 IN THE BURLINGTON LAND RECORDS.*
3. *"CITY OF BURLINGTON SITE BOUNDARIES FOR RESOURCE RECOVERY FACILITY" DATED FEB 1982 BY WL ROWLEY AND RECORDED IN SLIDE 125 IN THE BURLINGTON LAND RECORDS.*

Revisions

#	Description	Date	By

Boundary Line Adjustment and Right of Way Widening Plat

City of Burlington

040-1-001-000
Intervale Road
Burlington, VT

Date:	2/20/2026	Drawn By:	GMS	Project #:	25-254
Scale:	1" = 50'	Surveyed By:	GMS	Field Bk:	####

V-1

THIS PLAT IS BASED ON A FIELD SURVEY WHICH MEETS OR EXCEEDS THE MINIMUM STANDARDS AS SET FORTH BY THE VERMONT BOARD OF LAND SURVEYORS. FIELD EVIDENCE, PERTINENT RECORD INFORMATION, AND PAROLE EVIDENCE WAS USED IN THE CALCULATION AND DETERMINATION OF THE BOUNDARIES SHOWN ON THIS PLAT. ANY INCONSISTENCIES ARE SHOWN HEREON TO THE BEST OF MY KNOWLEDGE. THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403.

GERALD M. STOCKMAN, L.S. #109298_____

STATE OF VERMONT
GERALD M. STOCKMAN
No. 109298
LICENSED LAND SURVEYOR

Bowman
478 BLAIR PARK ROAD
WILLISTON, VERMONT 05495
802 879 6331
WWW.BOWMAN.COM

This plat was created using pigment based ink on stable media

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Public Works Submitter: Julia Ursaki

Title/Subject: 99 Intervale Road Dedication and Acceptance

Approval Requested:		Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/23/2026
☐	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	3/16/2026	Chapin Spencer
Mayor's Office	Yes	3/17/2026	Kara Alnasrawi
Board/Commission	Yes	1/27/2026	TEUC
City Attorney's Office for memo and contracts or legal documents	Yes	3/16/2026	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	3/16/2026	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	3/17/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION TO ACCEPT THE DEDICATION FOR A PORTION OF 99 INTERVALE ROAD

RESOLUTION 6.24.
Sponsor(s): TEUC
Introduced: 03/23/26
Referred to: _____

Action: adopted
Date: 03/23/26
Signed by Mayor: 03/24/26

CITY OF BURLINGTON

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

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

That WHEREAS, the City of Burlington owns the parcel at 99 Intervale Road depicted in Exhibit A hereto (the "Property");

WHEREAS, the City of Burlington desires to dedicate a portion of the Property to the City, as show in in Exhibit A, in fee, by quitclaim deed, for right-of-way purposes; and

WHEREAS, on January 27, 2026, the Transportation, Utilities, and Energy Committee, considered the Dedication and recommended that the City Council accept it; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the Mayor execute such deed and to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.

ER/Resolutions 2026/Authorization to Accept the Dedication for a Portion of 99 Intervale Rd
3/23/26

* * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

DPW, Julia Ursaki

RESOLUTION RELATING TO

Authorization To Accept The Dedication For A Portion Of 99 Intervale Road

Adopted by the City Council

March 23, 20 26

Clerk

Approved March 24, 20 26

Mayor

Vol. ..... Page .....

Attest:

Lori Olberg
Council and Licensing Coordinator

* * * * * * * * * * * * *

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL LEASE-LAND INTERESTS AND REVISION OF THE CITY OF BURLINGTON PERPETUAL LEASE LAND INTERESTS LIST

RESOLUTION_____
Sponsor(s): Councilor Traverse
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, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and

WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests List as appropriate for release in the future—for example, because outstanding issues are resolved,—those properties should be brought forward to the Council and the Retained Interests List should be updated; and

WHEREAS, City staff have identified a number of properties that are appropriate for release since the last release in December, 2025;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 51 Loaldo Drive (028-1-036-000)
- 69 Loaldo Drive (028-1-033-000)
- 99 North Champlain Street (044-1-310-000)

CITY OF BURLINGTON RETAINED P| PERPETUAL LEASE LAND INTERESTS | LIST Last Revised 3/19/2026

PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130	Bank	ST	Cityplace Partners, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard | Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ugljesa Vujanovic | Draginja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41	Birch	CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64	Birch	CT	Phet Sayamouangkhua | Bouavanh Sayamouangkhua
1067	303515735610	024-4-001-000	Land and Building	R1	70	70	Birch	CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82	Birch	CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99	Birch	CT	Joseph R. Guay | Wendy M. Guay
1186	303921735755	024-4-133-000	Land and Building	R1	111	111	Birch	CT	Michael F. Mcgarghan | Kelly J Mcgarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128	Birch	CT	Robert J Larue | Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132	Birch	CT	Muna Gurung | Mann Gurung
1178	304397736312	024-4-124-000	Land and Building	R1	144	144	Birch	CT	Nadia A. Mitchell | Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65	Catherine	ST	Ruby L. Thibault | Jed H Thibault | Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bruce W. Bierbaum | Kari Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83	Catherine	ST	Hugo Martinez-Cazon | Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Button | Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith | Stacey R. Smith
823	303452735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1109	303757735252	024-4-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy | Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Dartt III | Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S Clements | Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt | Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120	Cayuga	CT	Charles Eric Nichols | Anne Williams
1098	304336735722	024-4-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels | Tina Desautels
5329	313344722058	044-4-033-000	Land and Building	CL	75	75	Cherry	ST	Cityplace Partners, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thanh Dang | Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer | Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2	College	ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8	College	ST	City Of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	City of Burlington
1934	301926734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22	Cross	PKWY	Roberta P. Proulx | Kelli P. LaPlant | Jennifer P. Tremblay | Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Levi Maynard | Kimberly Maynard
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson | Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns | Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jasmin Pobric | Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held | Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan | Brian J. Sullivan
1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker | Laurie A Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E Sumner Jr | Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C Forehand | Cynthia J Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel | Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont | Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley | David S. Firley, Jr.
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC
1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P Gipson | Carolyn R Gipson
147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou | Nyame Nti A. Nsibienakou-Fawoho

12335	299647739370	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane | Kelly J Boudreau
1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon | Maho Takahashi
35	304264735867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr
13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino | Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez | Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy | Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Steven Smith | Kristin Smith
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W Simpson | Robert V Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P Gendron | Kathleen B Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz | Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R Vargas | Susan E Beil
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T Fusare | Dagmar Zentrichova
1737	301235734904	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon | Lita M Chagnon
1735	301064735046	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon | Barbara Dusablon
1731	300815734862	027-3-104-030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora | Denise C Bora
1724	300572734602	027-3-104-026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips | Stephanie L. Phillips
1722	300742734398	027-3-104-023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard | Tami Menard
67	301064734018	027-3-104-017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876738164	023-1-014-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop | Lisa M. Tulkop
74	299829738223	021-2-001-000	Land and Building	R1	29	29	Hardy	AVE	Patra S Vail
75	299647738606	021-2-007-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion | Faith B. Dion
77	299622738667	021-2-008-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hinckley | Rosalie A. Covey
79	299594738740	021-2-009-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf | Douglas J Schumpf
8426	299530738887	021-2-011-000	Land and Building	R1	101	101	Hardy	AVE	Robert K Young | Janice Young
8425	299630739037	021-2-013-000	Land and Building	R1	112	112	Hardy	AVE	Lawrence L. Blanchard | Judie A. Kreamer
8383	314404717736	053-3-067-000	Land and Building	R3	117-119	117	Howard	ST	117-119 Howard Street LLC
3617	314463717730	053-3-066-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider | Michelle C. Keegan
9016	307471727364	037-3-005-000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034-2-001-000	Land and Building	EL	75	75	Institute	RD	City of Burlington School Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	9	9	Iranistan	RD	Karl W. Doerner | Judith M. Doerner
4859	312926723089	044-2-090-000	Land and Building	RA	17	17	Johnson	ST	1-7 Johnson Street, LLC
7196	312027721599	049-1-086-000	Land and Building	C	60	60	Lake	ST	Lake And College LLC
9011	311913721837	044-2-003-000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312327719230	049-2-039-000	Land and Building	E	101	101	Lavalley	LN	State of Vermont Building & General Services Dept. | Vermont State Agency of Transportation Rail Unit
9014	315258716371	054-2-082-000	Land and Building	R1	16	16	Ledge	RD	L. Josette Noll
8579	315639716371	054-2-085-000	Land and Building	R1	56-58	56	Ledge	RD	Catherine A. C. MacLachlan Trust
8575	314728717088	053-3-221-000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson | Joseph A. Bluestein
8576	314724717147	053-3-220-000	Land and Building	R1	44	44	Ledgemere	ST	Margaret E Joyal
8577	314578717211	053-3-216-000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner | Jennifer C. Sumner
832	314576717268	053-3-217-000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S Cundiff | Charles D. Kopplin
842	314723717268	053-3-218-000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan | Brendan P. Hogan
833	302688735119	024-2-078-000	Land and Building	R1	17	17	Loaldo	DR	Eric Gulfield
841	302581735213	024-2-096-000	Land and Building	R1	18	18	Loaldo	DR	Richard H. Yee, Jr. | Mary B. Harkin
1963	302484735139	024-2-094-000	Land and Building	R1	32	32	Loaldo	DR	Gabriel Courage | Holly Courage
1962	302377735178	024-2-092-000	Land and Building	R1	36	36	Loaldo	DR	Kenneth A Hebert | Christine A. Hebert
1959	302521734809	028-1-035-000	Land and Building	R1	57	57	Loaldo	DR	Martha J Ledoux | Robert E. Ledoux
1943	302376734687	028-1-032-000	Land and Building	R1	75	75	Loaldo	DR	Harvey Family Revocable Trust
1954	302333734649	028-1-031-000	Land and Building	R1	81	81	Loaldo	DR	William A. Carlson
1953	302203734748	028-1-014-000	Land and Building	R1	84	84	Loaldo	DR	Alan LeBlanc
1950	302142734498	028-1-027-000	Land and Building	R1	105	105	Loaldo	DR	Sherri L McCoy
7198	302097734461	028-1-026-000	Land and Building	R1	111	111	Loaldo	DR	Kathryn A. Newton
8583	312070720020	049-2-041-000	Land and Building	E	1	1	Maple	ST	City of Burlington - Parks Dept.
693	313297720085	049-2-001-000	Land and Building	RA	113	113	Maple	ST	Maple Street Properties, LLC
967	314811716959	053-3-224-000	Land and Building	R1	16	16	Marian	ST	Jane Merola McKenzie

964	303439736520	024-1-116-000	Land and Building	R1	4	4	Meridian	ST	Jessica Savage | Damon Savage
4920	303607736669	024-3-026-000	Land and Building	R1	28	28	Meridian	ST	Mustafa Jusupovic | Amira Jusupovic
3619	312865723126	044-2-062-000	Land and Building	RA	58-64	58	Monroe	ST	Marijos Properties
2004	312876722913	044-2-070-000	Land and Building	R4	61-63	61	Monroe	ST	Carl F. Albarelli
827	308917726980	038-1-002-000	Cemetery	E	455	455	North	AVE	Burlington City Cemetery Dept. | Lake View Cemetery
814	303250734902	028-1-078-000	Land and Building	R1	1464	1464	North	AVE	Migmar Dolma
830	303068734920	024-2-072-000	Land and Building	R2	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	024-2-058-000	Land and Building	R1	1490	1490	North	AVE	Sharon L. Fosbrook
831	302757734982	024-2-075-000	Land and Building	RA	1501	1501	North	AVE	Salamin Handy | Mountaha Handy
848	302760735193	024-2-077-000	Land and Building	R1	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	024-2-100-000	Land and Building	C	1541	1541	North	AVE	Thunderbolt Garage LLC
791	302538735400	024-2-102-000	Land	RL	1547	1547	North	AVE	Jolley Associates
789	303094735926	024-2-033-000	Rental Land	E	1554	1554	North	AVE	BHA Franklin Square
870	302612735734	024-2-030-000	Rental Land	E	1562	1562	North	AVE	Burlington Housing Authority
786	302372735591	024-2-127-000	Land and Building	C	1563	1563	North	AVE	Sisters & Brothers Investment Group, LLP
885	302280735657	024-2-128-000	Land and Building	R2	1571	1571	North	AVE	Lisa McLamb
783	302362735872	024-2-027-000	Land and Building	R1	1586	1586	North	AVE	Erin Cushing | Joshua Cushing
12273	302163735806	024-2-143-000	Land and Building	R1	1595	1595	North	AVE	John R Fisher | Kathleen C. Fisher
779	302235735997	024-2-024-000	Land and Building	R1	1604	1604	North	AVE	Ginger J. Santor
778	302193736040	024-2-023-000	Land	RL	1610	1610	North	AVE	Champlain Housing Trust Inc.
511	302070736171	024-2-020-000	Land and Building	R1	1628	1628	North	AVE	Mary Lariviere
775	302029736215	024-2-019-000	Land and Building	R1	1634	1634	North	AVE	Simone M. Felty
529	301474736078	023-4-038-000	Land and Building	E	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736343	024-2-016-000	Land and Building	R1	1652	1652	North	AVE	Hien Nguyen | Phuong Chung
369	301761736459	023-4-056-000	Land and Building	R1	1670	1670	North	AVE	Francis J Fagga Jr | Anne G Fagga
354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore | Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan | Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson | Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff | Nicole Huff
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter | David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy | Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M Leclair | Jody A Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion | Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III | Cherie K Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tory-Ann Torres | Luis Torres
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A Labombard | Todd M Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M Labombard | Tina M. Tofani | Irena H Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz | Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	3G LLC
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell | Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson | Phyllis Bristow-Johnson
12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Gabriel Handy
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir | Frances D. Muir
50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Jessica Hamel | Perry Owens
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C Francis | Donna Powell
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H Cootey | Gail M Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz

4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith | Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC
4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove | Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papaseraphim | Deanna Papaseraphim
7171	313222719880	049-2-009-000	Land and Building	R3	230	230	Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234	Pine	ST	Diana L Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68	Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76	Plattsburg	AVE	Abi N. Chamlagi | Mon M. Chamlagai
1788	302293736626	024-1-013-000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Cornell | Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood | Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21	Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B Bombard | Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsnelson | Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80	Pleasant	AVE	David P Devoid | Jacqueline C. Devoid
1761	300699733692	027-3-124-000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A Warwick | Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross | Mary M. Ross
1771	300389734256	027-3-140-000	Land and Building	R1	195	195	Pleasant	AVE	Meghan Fay-Mccaffrey | Liam P Mccaffrey
288	300267734171	027-3-133-000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444738520	021-4-001-000	Land and Building	R1	40	40	River View	DR	Karen J Anderson
7562	313396721479	049-3-017-000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313439719772	049-4-045-000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant | Margaret C. Conant
8401	313497719645	049-4-044-000	Land and Building	C	249	249	Saint Paul	ST	Carrie Ann Rockwood | Todd M. Rockwood
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan R. Longe | Pamela B. Longe
8386	314572717680	053-3-042-000	Land and Building	RA	469	469	Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507	Saint Paul	ST	Amanda H. Goossen | Daniel Goossen
8755	314973717440	053-3-032-000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens | Johnnie McLaughlin
8392	314811717342	053-3-036-000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314880717150	053-3-033-000	Land and Building	R1	539	539	Saint Paul	ST	David M. Buffington | Meriedith A. Coeyman
8841	315081717216	054-1-004-000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314915717029	054-1-001-000	Land and Building	RA	567	567	Saint Paul	ST	Sisters & Brothers Investment Group, LLP
8844	315211717046	054-1-077-000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath | Timothy L. McGrath
4892	315224716923	054-1-080-000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino | James J. Elias
675	315177716626	054-2-014-000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097737144	024-1-098-000	Land and Building	R1	12	12	Sky	DR	Earl J. Babcock, Jr.
8768	303251737123	024-1-100-000	Land and Building	R1	24	24	Sky	DR	Sylvia J Bernardina
8763	318700717168	058-3-001-000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984717720	054-1-015-000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315058717420	054-1-010-000	Land and Building	R1	493	493	South Union	ST	Peter Keating | Kathleen Keating
8760	315072717368	054-1-009-000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV | Rachel W. Shelley
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508	South Union	ST	506-510 S Union LLC
8837	315226717276	054-1-072-000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy
8758	315094717225	054-1-006-000	Land and Building	R1	515	515	South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516	South Union	ST	William T. McGrath Jr. | Mcgrath Income Only Trust
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525	South Union	ST	Alain W. Brunet
8862	315665718448	054-1-102-000	Land and Building	R1	405	405	South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8869	315581718256	054-1-100-000	Land and Building	R1	425	425	South Willard	ST	Ann Kelly | Kristin Kelly

8871	315540718188	054-1-099-000	Land and Building	R1	429	429	South Willard	ST	William Mares | Christine Hadsel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436	South Willard	ST	Jane A. Smith 2011 Revocable Trust
8848	315726717952	054-1-108-000	Land and Building	R1	452	452	South Willard	ST	Guido Mase | Anne Kathleen Dougherty
8946	315291717084	054-1-084-000	Land and Building	R2	543	543	South Willard	ST	Michael L. Richards
1507	315300716530	054-2-015-000	Land and Building	E	600	600	South Willard	ST	Greek Orthodox Church
1535	297948733336	027-1-061-035	Land and Building	S1	2	2	Starr Farm	BC	Daniel M. Boardman Trust
1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr | Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W Dowe Jr | Leslie E. Twitchell | Elizabeth A. Dowe | Kelly Dowe Engelman
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust | Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond | Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L Curley | Laura C Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann
1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee | Kathleen P. Lee
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien | Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. | Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott | Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr | Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette | Karen M Paquette
589	302949736960	024-1-063-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-061-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski | Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter | Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry | Joan G. Perry | Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette | Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette | John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen | Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin | Kirk Poulin | Robin A. Smith | Laura J. Blaise | Rebecca L. Richardson
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette | Diem T. Ha
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. | Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Macie Sicard | Brian Sicard
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F K Rouille | Mary R Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic | Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener | Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley | Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg | Christina T. Savelberg | Casandra C. Savelberg
12222	301521733604	027-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt | Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A Dion | Gail A Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit | Jean M. Benoit
*Properties on	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Kendra Barber | Israel Smith

LEGEND:

- Department of Permitting & Inspections--Trades Division
- Department of Permitting & Inspections--Housing Division
- Department of Permitting & Inpections--Zoning Division
- Burlington Public Works--Water Resources
- Burlington Electric Department
- Department of Public Works

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL LEASE-LAND INTERESTS AND REVISION OF THE CITY OF BURLINGTON PERPETUAL LEASE LAND INTERESTS LIST

RESOLUTION 6.25.
Sponsor(s): Councilor Traverse
Introduced: 03/23/26
Referred to: _____
_____
Action: adopted
Date: 03/23/26
Signed by Mayor: 03/24/26

CITY OF BURLINGTON

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

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

That WHEREAS, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and

WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests List as appropriate for release in the future—for example, because outstanding issues are resolved,—those properties should be brought forward to the Council and the Retained Interests List should be updated; and

WHEREAS, City staff have identified a number of properties that are appropriate for release since the last release in December, 2025;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 51 Loaldo Drive (028-1-036-000)
- 69 Loaldo Drive (028-1-033-000)
- 99 North Champlain Street (044-1-310-000)

R: Glebe or Lease Lands/City Council Action-Resolutions/Resolution re Release of Certain Glebe Lands 03/23/2026
03/23/2026

* * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

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

City Attorney's Office, Shay Brunvand

RESOLUTION RELATING TO

Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List

Adopted by the City Council

March 23, 20 26

Clerk

Approved March 24, 20 26

Mayor

Vol. ..... Page .....

Attest:

Lori Olberg
Council and Licensing Coordinator

* * * * * * * * * * * * *

Lori Olberg

From: Benjamin Traverse
Sent: Saturday, March 21, 2026 9:35 AM
To: Emma Mulvaney-Stanak; Katherine Schad; Kara Alnasrawi; Lori Olberg; Jessica Brown
Cc: Becca Brown McKnight; Gene Bergman; mkasti@burlingtonvt.gov
Subject: Fwd: Retirement Board Chairmanship

Please see below. Among others copied here is Munir Kasti, who I understand is the Board's vice chair.

Lori, at your convenience on Monday, please add this to the consent agenda with appropriate language to amend it on.

Thank you.

Begin forwarded message:

> **From:** Robert Hooper <hooper9999@gmail.com>
> **Date:** March 20, 2026 at 6:38:48 PM EDT
> **To:** Benjamin Traverse <btraverse@burlingtonvt.gov>
> **Subject: Re: Retirement Board Chairmanship**
>
> [You don't often get email from hooper9999@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]
>
> [WARNING]: This email was sent from someone outside of the City of Burlington.
>
> 3/20/2026
>
> Benjamin Traverse, Chair
> Burlington City Council
> City Hall
> Burlington VT. 05401
>
> Chair Traverse,
>
> It has come to my attention that my service to the City as Chair of the Retirement Board is about to enter the world of politics.
>
> Although I am personally proud of the progress our Fund has made toward greater solvency during the time of my Chairmanship, a benefit to both the city and its Retirees, I have no desire to allow my continued service to become a political football.
>
> As an appointee of the City Council, I therefore offer my resignation effective immediately to those who appointed me, initially a decade plus ago.
>
> I wish you all the best in your attempts to move our city forward, and hope we can eventually work together again.

My best,

Robert Hooper, Chair
Burlington Employee's Retirement Board or Trustees

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Final Report
of the
Mayor's Climate Advisory Group

March 2026

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Introduction

Burlington is at an important juncture as our city and community become more vulnerable to climate-related risks such as extreme heat, drought and flooding. How we choose to respond to climate change, as we reduce greenhouse gases, can also result in opportunities for our city and help ensure a high quality of life for all.

As such, Mayor Emma Mulvaney-Stanak established the Climate Advisory Working Group in Spring 2025 to provide input and recommendations on Burlington's path to becoming a climate-resilient city prepared to meet the challenges of a changing climate through adaptation measures while continuing to be a leader in reducing greenhouse gas emissions. Per the Mayor's request, these final recommendations needed to: 1) consider the financial constraints of federal, state and local resources; 2) embrace equity; 3) demonstrate multiple co-benefits; 4) advance existing efforts or fill gaps; and 5) be implementable in the short-term.

The bulk of this report offers a list of 23 recommendations based on 7 key sectors, plus 2 recommendations pertaining to McNeil Generating Plant and Leahy International Airport. These 7 key sectors are:

- Nature-based Solutions
- Food, Farm and Gardens
- Water
- Waste, Compost and Recycling
- City Planning
- Buildings
- Transportation

This report describes and reflects key learnings from the Working Group's deliberative process. Most critically, the report recommends creating a climate governance structure which will ensure climate work advanced by the City of Burlington is delegated, implemented, monitored and assessed. Without a structure for climate governance, this crucial work will likely not receive the resources and support it needs.

The working group also wishes to place emphasis on the urgent need to dramatically increase investment in adaptation and resilience, and in particular in nature-based solutions, as we continue to drive down Burlington's climate impact. In addition, we wish to emphasize the importance of funding structures to ensure that nature-based climate solutions are central to Burlington's climate strategy on an ongoing basis.

The Advisory process and the final recommendations included in the body of this report were determined by an intensive process of deliberation and consensus. Efforts were made to include input from all stakeholders, ensuring a wide range of viewpoints and experiences. However, a consensus approach can sideline individual perspectives. As such, the Mayor invited Advisors with additional notes and recommendations that were not generated through consensus to be included in an appendix.

Purpose and Scope of Work

Objectives and Considerations

The key objective of the Climate Advisory Group was to offer feedback on the City's current climate work and identify key opportunities to further reduce greenhouse gas emissions and adapt to climate change. This includes policies and practices within the City's authority and given the relevant financial constraints and the City's budgetary challenges.

These recommendations were also intended to prioritize equity and environmental justice. The EPA defines environmental justice as "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies." This group recognizes that our meetings did not allow for the involvement of the diversity of Burlington residents, and that going forward the city must be open and transparent when developing and implementing climate goals. By centering equity, Burlington can advance a climate-resilient future in which all residents, especially those most affected by climate risks, have the opportunity to thrive.

Committee Composition

The Climate Advisory Group was composed of City staff, City Councilors, and community representatives appointed by the Mayor. In addition to City staff serving as technical experts, many community representatives were also sector experts in transportation, waste and recycling, food and natural resources, and more. This multidisciplinary approach was designed to ensure that recommendations would be both technically sound and responsive to community needs.

The group was co-facilitated by Grace Oedel, Executive Director of NOFA-VT, and Jennifer Green, Director of Sustainability and Workforce Development at Burlington Electric Department. Oedel and Green drafted this report on behalf of the group, with significant

contributions from Lena Greenberg and Ita Meno (Equity), Zoe Richards and Dan Cahill (Nature-based Solutions) and Ali Kenney (Governance).

Committee Members

Ashley Adams	Dan Castrigano	Jason Van Driesche	Patrick Dunseith
Christina Erickson	Jon D. Erickson	Lena Greenberg	Jen Holliday
Ali Kenney	Christopher Miller	Zoe Richards	Sandy Thibault

City Staff and City Councilors

Becca Brown McKnight, City Councilor, Ward 6

Dan Cahill, Land Steward, Parks, Recreation and Waterfront

Ita Meno, Policy and Equity Analyst, BED

Megan Moir, Assistant DPW Director, Water Resources

Carter Neubieser, City Councilor, Ward 1

Process

The Climate Advisory Group met approximately every 3 weeks from May to November 2025. The Advisors began with a review of the City Inventory (i.e. a compilation of the climate-related work already completed or underway by the city's departments) and a group agreement on the key sectors for consideration (i.e. food and farms, water, waste, nature-based solutions, planning, buildings, transportation). Several meetings were held to collaboratively develop a process for generating and prioritizing recommendations, including four important criteria:

- Implementable in the short-term (1-2 years)
- Offering multiple co-benefits
- Financially feasible and cost-effective
- Addressed equity

Two meetings were dedicated to reviewing the final list of recommendations, including individual comments, edits and feedback. The group ultimately agreed to advance 25 total recommendations to the Mayor.

Climate Mitigation and Adaptation Towards a Resilient Burlington

Burlington has long been a national leader in climate mitigation, from sourcing renewable electricity, to ratifying one of the nation's earliest climate action plans, to advancing a Net Zero Energy Roadmap. This leadership is reflected in Burlington's progress in fossil fuel and greenhouse gases (GHGs) reduction and is due in large part to BED's rebates and incentives for non-fossil fuel technologies such as heat pumps and electric vehicles which BED offers to comply with its State fossil fuel reduction obligations.

Yet even the most successful mitigation efforts do little to protect Burlington from the impacts we are already experiencing—increasing heat, heavier rainfall, flooding, and shoreline erosion.

As we look ahead, it is increasingly clear that work to strengthen the natural systems we depend on is not a luxury—it is a core adaptation and resilience strategy. Decades of research show that Nature-Based Climate Solutions (NBCS) are dramatically underrepresented in climate planning despite their proven effectiveness and cost savings. Natural systems protect communities by reducing heat, filtering stormwater, storing carbon, improving air quality, and supporting mental and physical health.

NBCS are among the most cost-effective climate actions available. Studies from the World Bank, The Nature Conservancy, and the U.S. EPA consistently show that every dollar invested in natural infrastructure returns multiple dollars in avoided damages and co-benefits, often a 3:1 return on investment. These solutions are community-centered in that they rely on local stewardship, volunteer engagement, and partnerships rather than expensive technologies.

Burlington's Nature-Based Climate Solutions Plan and Open Space Protection Plan outline clear, actionable steps, many low in cost, that would strengthen the city's resilience while improving quality of life. The Open Space Protection Plan, first adopted in 2000 and updated and ratified in 2026, aims to preserve natural areas, parks, and green infrastructure, recognizing that nearly half the city is open space. The current update focuses on equitable access to Open Space and connects to other city plans, supporting biodiversity, managing urban heat, creating a roadmap for sustainable development, balancing conservation with growing population needs, and prioritizing public input into climate resilience measures moving forward.

Despite the importance of nature-based solutions, they lack the financial mechanism structures granted to our various mitigation strategies (such as rebates and incentives offered through BED) and therefore will require dedicated funding streams and/or a consideration of how to rethink existing dedicated funds. Protecting and restoring wetlands, streams, soils, and

biodiversity is not only environmentally responsible—it is fiscally prudent, good for community members, and essential for the city's long-term climate security.

Nature-based climate action has numerous co-benefits, which are positive environmental, social and economic outcomes that result from the primary goal of adapting to climate change and mitigating greenhouse gases. These include improving public health, stimulating the economy, or protecting the natural environment.

Centering Equity in Burlington's Climate Action

From the outset, the Mayor's Climate Advisors were asked to embed equity into all recommendations, recognizing that climate impacts are not experienced uniformly across Burlington. Factors such as race, income, language access, immigration status, disability, and housing tenure shape a resident's ability to prepare for climate risks and benefit from climate solutions.

The group recognized that it did not fully represent Burlington's diversity. Accordingly, *members of the group agreed to avoid making assumptions about the needs or experiences of residents whose lived experiences were not represented in this group.*

The Advisors recognize it's difficult to center equity in a closed advisory process that excludes individuals most affected by climate change. Going forward, the Advisors suggest a process by which a more diverse set of voices is included. The Advisors also recognize the challenge of advancing equity-focused strategies in a challenging budgetary time, given how these strategies require investments that correct historic and ongoing divestment in marginalized populations. True equity work is rarely cost-neutral.

Despite these constraints, the Advisors developed an evaluation matrix that weighed equity heavily, alongside co-benefits and feasibility. This tool, created by a subgroup of Advisors with diverse expertise and identities, was used to assess recommended actions. However, due to the fact that the Working Group was made up of volunteers, application of the matrix was inconsistent across sectors, resulting in uneven equity review. Even so, the tool remains a valuable start, and important for future planning. The Advisors recommend that project managers and future climate action managers use this matrix as initiatives advance into program design and budgeting to ensure equity remains central to Burlington's climate strategy.

The group recognized that climate impacts are experienced unevenly across Burlington, and actions that center equity may not always deliver the largest emissions reductions. However, they are fundamental to building community-wide resilience. During deliberations, the group agreed that there are several high-impact, equity-oriented actions the City could expand or adopt. These include:

- **Utility ratepayer protections:** Many low-income renters face high energy burdens while having limited control over building improvements.
- **Expansion of local food production and storage:** Strengthening local food systems improves access to healthy food, addresses climate-related disparities, and builds community engagement.
- **Investment in four-season active transit:** Safe, reliable pedestrian, bicycle, and transit infrastructure is essential for residents who do not have access to a car and who are disproportionately affected by mobility barriers.
- **Improved data on public health impacts of pollutants:** Understanding where residents are most affected by pollutants—from fossil fuels, particulate matter, buildings, and food accessibility—can guide strategic investment in public health interventions.
- **Create a governing body** to oversee the City's climate mitigation and adaptation work.

There are several opportunities to strengthen equity in future climate action. For example:

1. **Prioritize multi-benefit programs** that deliver economic, health, environmental, and social gains. These approaches reduce inequities over time and make climate action accessible to all residents.
2. **Integrate climate and environmental justice into existing community engagement efforts**, including those focused on affordability, housing, and community safety. Broadening participation beyond City staff fosters shared responsibility and a culture of civic engagement around climate resilience.
3. **Provide climate and environmental justice training for City staff** to build a shared understanding of how these issues intersect with departmental responsibilities and Burlington's near-term climate challenges.
4. **Embed climate justice and resilience in the City's Comprehensive Plan**, establishing them as core priorities that guide long-term decision-making.

Meaningful climate action cannot occur without a commitment to social, racial, and economic equity. A key tenet in social justice is making decisions with impacted groups, not making decisions for them. The policies and investments we make today will determine whether existing disparities widen or narrow tomorrow. By centering equity, Burlington can advance a climate-resilient future in which all residents—especially those most affected by climate risks—have the opportunity to thrive. This is the future our community deserves.

Governing for Climate Action

If we want our climate work to be impactful, Burlington must have strong climate governance. As the City embarks on its new climate planning, the City should ensure that there is concrete reporting and monitoring, regular stakeholder engagement throughout, strong resource planning and accountability, and clear goals and outcomes.

Effective Municipal Climate Governance

A Clear Vision

The City has abundant existing plans that intersect with climate goals, including the Net Zero Energy Plan, Walk-Bike Master Plan and Open Space Plan, and has adopted several resolutions addressing the climate crisis. We suggest that the City assess progress on these existing plans, review past resolutions, update the 2014 Climate Action Plan to include adaptation, and craft an overarching long-term climate strategy that continues to advance mitigation work while tackling adaptation. The recommendations in this report are short-term; a holistic plan would include tracking metrics for these, as well as medium- and long-term goals.

Defined Roles and Responsibilities

The City should outline clear climate roles and responsibilities across major entities, including Mayor, Executive Team, additional city staff and others.

In order for climate action to be prioritized, the City will need to ensure department leadership is committed to collectively delivering on climate objectives. Departmental leadership should be charged with overseeing departmental climate goals, implementing initiatives to achieve goals, ensuring their team members' priorities are tied to climate goals, tracking progress, and regularly reporting on adaptation, resilience and mitigation work.

Department leaders must continue to ensure climate goals are reflected in implementable work plans throughout all teams, so that climate responsibility is owned by leaders, progress toward goals is regularly measured, and staff are held accountable. During performance evaluations, climate goals should be included for all relevant City staff.

Clear Monitoring, Evaluation and Reporting

The Mayor has launched an accountability process to ensure progress and alignment occur. This work must continue in earnest.

As the strategic priorities and goals are established across departments and entities to achieve agreed upon goals, corresponding leaders can recommend the initiatives to achieve the targeted progress. During annual budget cycles, climate initiatives should receive allocated resources that are available (see more detail below).

Once goals and initiatives are set, the Mayor should create milestones and collective review of climate strategy and goals with department leadership on a regular basis. This will enable cross-functional collaboration and ensure prioritization so that projects, policies, actions and responses are coordinated across City departments with intention and accountability. Internal governance and reviews are ideally connected with community engagement so that constituents are aware of the progress, wins and work.

Allocation of Resources

During annual budget cycles, climate initiatives should receive capital allocation. Climate budgeting is a governance tool that integrates climate considerations directly into a city's financial planning and budgetary process. The goal is to ensure that public spending actively supports climate goals.

Key Features of Climate Budgeting

Tagging: All budget items are categorized by their impact on climate (positive, neutral, or negative).

Climate Impact Assessments: New projects or expenditures are evaluated for their climate implications.

Climate Budget Statements: Cities publish climate-focused budget reports alongside regular budgets to show alignment with emissions and adaptation goals.

Tracking and Monitoring: Mechanisms are in place to monitor how funds contribute to climate outcomes (e.g., GHG reductions, resilience building).

Examples of Climate Budgeting can be found in Oslo, Norway and Helsinki, Finland.

By following through on the above climate governance, the City can ensure that their efforts are effective, transparent and accountable to all key stakeholder groups.

Table of Recommendations

The following table of 25 recommendations reflects group consensus and are based on 7 key sectors: nature-based solutions, waste (plus recycling and compost), transportation, food access and security, buildings, water, land-use planning. Two of the following recommendations pertain to the McNeil Generating Plant and the Leahy Burlington International Airport. These recommendations reflect input from Advisors and key sector experts and were ultimately determined using an evaluation matrix that weighed equity heavily, alongside co-benefits and feasibility.

Sector	Recommendation summary	Link to details	Responsible party(ies)	Co-Benefits
Nature-based solutions	Accelerate planting/restoration of native habitat. Ensure Nature-based Climate Solutions Coordinator position is funded beyond limited-service window.	Proposal 1	*DPRW, Intervale, Wildways*	Economic growth, ecosystem health, improved resource security, job creation, improved public health
Nature-based solutions	Develop and implement a city-wide deer management plan and associated public education strategy	Proposal 2	*DPRW, Intervale, Wildways*	Economic growth, ecosystem health, improved resource security, job creation, improved public health
Nature-based solutions	Ensure the Conservation Legacy Fund can grow with the grand list, similar to Pennies for Parks, rather than slowly losing purchasing power over time as the amount has remained practically fixed.	Proposal 3	*Mayor's Office, DPRW*	Economic growth, ecosystem health, improved resource security, job creation, improved public health

Nature-based solutions	Support expanded native habitat through planting of native plants, trees and shrubs on public and private lands	Proposal 4	*DPRW, Intervale, Wildways*	Economic growth, ecosystem health, improved resource security, job creation, improved public health
Waste / recycling / compost	Accelerate the move from fragmented waste collection to consolidated collection for residential trash, recycling and food scraps. Prioritize affordability for collection users and consider a phased approach for including large residential (5+) and commercial customers.	Proposal 1	*DPW, CSWD*	Improved public health
Transportation	Advance implementation of high-priority walk and bike infrastructure projects from PlanBTV Walk Bike.	Proposal 4a and Proposal 4b	*DPW, Planning, Bike-Walk Council, LM*	Improved public health
Transportation	Right-size both availability and regulation (i.e., resident-only vs. unrestricted) of on-street parking in Burlington to align with actual parking need, not induced parking demand. Parking demand is the actual, observed number of vehicles seeking to park at specific time; whereas parking need is a calculated	Proposal 6	*DPW*	Improved public health, economic growth

	number of spaces deemed necessary (which often exceeds actual demand).			
Transportation	Strengthen priority walk and bike policy updates in city ordinances and create a plan for enforcing these policies.	Proposal 7	*DPW, DPI*	Improved public health, economic growth
Transportation	Renegotiate employee parking agreements to promote alternatives to driving, including reinstating free CarShareVT membership for city employees. Consider union contracts when offering this benefit.	Proposal 12 and Proposal 6	*DPW, HR, BED, DPI, CarShareVT*	Improved public health, economic growth
Transportation	Pilot a flexible, demand-responsive microtransit with short closed loops in specific areas of the city.	Proposal 13	*DPW, DPI, GMT, Planning*	Improved public health, economic growth
Food access / security	Create shared use policies for existing commercial food-scale infrastructure. Build out city-supported food hubs and warehousing, commercial kitchens and food halls for public use to support and expand existing community food programs.	Proposal 3	*DPRW, CEDO*	Improved public health, economic growth

Food access / security	When possible, provide city resources and locations in order to support community-led efforts to meet people's basic needs, from food to personal care to shelter.	Proposal 1	Mayor's office, City Council	Improved public health, economic growth
Food access / security	Conduct a land use review of potential expansion of food growing within city limits, including assessment of where it is safe to grow food. Resource the staff and infrastructure that will make this expansion possible.	Proposal 2	*DPRW, Intervale*	Improved public health, economic growth
Buildings	Strengthen the process by which the Rental Weatherization Ordinance is managed and enforced. Request regular updates on enforcement efforts, including collection of fees. Provide education and an accountability structure for those tasked with enforcing this policy. Adjust the timeline as necessary to expedite compliance. Consider providing financial support to existing workforce development programs.	Proposal 1	*Mayor's Office, DPI*	Improved public health, economic growth, improved resource quality, job creation, poverty reduction

Buildings	The Governor's reinstatement of 2020 building codes notwithstanding, require new buildings in BTV to comply with the current 2024 Residential Building Standards (REBS) and Commercial Building Standards (CEBES). Consider strengthening Chapter 8 of the municipal code to further raise standards for building efficiency. Provide education and an accountability structure for those tasked with enforcing this policy.	[no related proposal in spreadsheet]	*DPI with building and contractor community*	Improved public health, economic growth, improved resource quality
Buildings	Develop a public timeline by which each city-owned building will be electrified, as directed by the Building Electrification Ordinance, with a completion date in 2032.	Proposal 3	*Clerk Treasurer (Capital Program Officer), BED,*	Improved public health
Buildings	Enforce the Carbon Impact Pollution Fee and Building Electrification Ordinance. Analyze whether it is meeting its goals. Assess the # of fees collected, # of buildings that have opted to electrify, # of buildings that have adopted advanced wood heating, renewable	[no related proposal in spreadsheetA]	*DPI*	Improved public health, economic growth

	natural gas, sustainably sourced biofuels, and green hydrogen, and assess the overall success of the policy thus far. Advance BERO and ensure equitable services and technical support is offered to small businesses.			
Buildings	In order to help avoid expensive panel upgrades, direct the city electrical inspector to use NEC 220.87 to determine whether an electric panel has the capacity to add more load.	Proposal 4	*DPI, BED*	Improved public health, economic growth
Planning / land use	Conduct a study as part of PlanBTV 2050 to assess and quantify the potential for mixed-use development across the City, including all land types, such as vacant lots, vacant buildings, underutilized properties, as well as city-owned spaces	Proposal 1	*Planning*	Improved public health, economic growth, improved resource quality, job creation, poverty reduction
Planning / land use	Establish an annual prioritization process to help ensure expedient action of the Open Space Plan.	Proposal 2	*DPRW*	Improved public health, economic growth, improved resource quality, job creation, poverty reduction

Planning / land use	Integrate nature-based climate solutions into the design of streetscapes as they are refurbished, building on Great Streets standards	Proposal 4	*Planning, DPRW*	Improved public health, economic growth, improved resource quality, job creation, poverty reduction
Water	Implement proactive monitoring of the City's water intake for cyanobacteria	Proposal 1	*DPW*	
Water	Deploy the most ecologically friendly pop-up cooling technologies (misters/sprinklers) at beaches and potentially elsewhere in the City when beaches are closed. Consider studying the use of living machines to reduce cyanobacteria and reduce beach closures.	Proposal 2	*DPW*	Improved public health
Airport	Achieve Level 5 certification via the Airport Carbon Accreditation (ACA) Program for the Burlington airport, with the goal of being the first airport in North America to do so		*Leahy BTV International Airport*	Economic growth, improved public health
McNeil	Conduct a public-private study to identify likely sites, options for financing, and potential management structures	Proposal	*CEDO, BED*	Economic growth

	for within-city-limits "distributed generation" initiative that would reduce reliance on McNeil's power generation over time, consisting of solar panels, battery storage, and complimentary technologies.			

Next Steps

In addition to implementing the recommendations noted in the table above, the Climate Advisors suggest the following next steps:

Develop and implement a climate governance structure to establish goals, set targets, implement work, and monitor progress. While the City has a mitigation strategy for the thermal and ground transportation sectors (i.e. the Net Zero Energy Roadmap), a comprehensive plan and governance approach that includes both mitigation and adaptation goals for all other sectors - and how to implement and monitor them - is necessary.

Review and re-prioritize climate components of existing commitments and plans. Determine and implement a process whereby the recommendations in Burlington's approved plans (such as the Walk-Bike Master Plan and the Open Space Plan) are reviewed. Assess progress and prioritize actions that further progress on climate mitigation and adaptation.

Advance equity in future climate action. For example:

- **Prioritize multi-benefit programs** that deliver economic, health, environmental, and social gains.
- **Integrate climate and environmental justice into existing community engagement efforts,** including those focused on affordability, housing, and public safety.
- **Provide climate and environmental justice training for City staff** to build a shared understanding of how these issues intersect with departmental responsibilities and Burlington's near-term climate challenges.
- **Embed climate justice and resilience in the City's Comprehensive Plan**, establishing them as core priorities that guide long-term decision-making.

Bibliography

Nature-based Climate Solutions

1. **World Bank (2023).** *Assessing the Benefits and Costs of Nature-Based Solutions for Climate Resilience: A Guideline for Project Developers.* Washington, DC: International Bank for Reconstruction and Development.
   – Provides methodologies and global evidence showing high benefit-cost ratios for NbCS.
2. **Zero Carbon Analytics (2025).** *Natural Capital Is a High-Return Investment in Resilience.*
   – Summarizes cross-sector research finding ROI commonly between 3:1 and 10:1 for ecosystem restoration and conservation.
3. **The Nature Conservancy (2024).** *Reforestation Is More Cost-Effective Than Previously Understood: Study Compares Reforestation Methods.*
   – Shows large economic and climate benefits of natural regeneration and ecological restoration.
4. **U.S. Environmental Protection Agency (EPA) (2023).** *Economic Benefits of Green Infrastructure.*
   – Documents stormwater savings, avoided flood damages, improved air quality, and community health co-benefits.

Peer-Reviewed Science

1. **Narayan, S. et al. (2017).** "The Value of Coastal Wetlands for Flood Damage Reduction in the Northeastern USA." *Scientific Reports*, 7, 9463.
   – Shows wetlands can reduce property damages by up to 30% during major storms; finds high cost-benefit ratios.

2. **Griscom, B. et al. (2017).** "Natural Climate Solutions." *Proceedings of the National Academy of Sciences*, 114(44): 11645–11650.
   – Landmark study identifying nature-based solutions as delivering >30% of needed global mitigation at low cost.

3. **De Groot, R., et al. (2012).** "Global Estimates of the Value of Ecosystem Services." *Ecosystem Services*, 1(1): 50–61.
   – A foundational valuation paper estimating trillions in annual global benefits from intact ecosystems.

Evaluation Matrix

Criteria descriptors for reference when scoring items on the assessment matrix

	-2	-1	0	1	2
Adaptation: Does it help the city adapt to climate risks (e.g., flooding, heat)? -2 Proposal harms citiy's ability to adapt to climate risks. -1 Neutral: neither harms nor helps the city's ability to adapt to climate. 0 Helps the city adapt to climate risks, but is insignificant benefit. 1 Proposal is moderately impactful in helping the city adapt to climate risks. 2 Proposal significantly contributes to the city's ability to adapt to climate risks.	Proposal harms citiy's ability to adapt to climate risks.	Neutral: neither harms nor helps the city's ability to adapt to climate.	Helps the city adapt to climate risks, but is insignificant benefit.	Proposal is moderately impactful in helping the city adapt to climate risks.	Proposal significantly contributes to the city's ability to adapt to climate risks.
Mitigation: How significantly does the project reduce carbon emissions? -2 Propsal either increases GHGs or has the potential to increase GHGs in the future. -1 Neither increases nor decreases GHGs immediatly or in the future. 0 Proposal reduces GHGs or has the potential to reduce GHGs, but not in significant amounts and/or not by 2030 or 2050. 1 Proposal reduces GHGs or has strong potential to promote future reduction in GHGs by 2030 or 2050. 2 Proposal significantly reduces GHGs or has strong potential to promote significant reduction in GHGs by 2030.	Propsal either increases GHGs or has the potential to increase GHGs in the future.	Neither increases nor decreases GHGs immediatly or in the future.	Proposal reduces GHGs or has the potential to reduce GHGs, but not in significant amounts and/or not by 2030 or 2050.	Proposal reduces GHGs or has strong potential to promote future reduction in GHGs by 2030 or 2050.	Proposal significantly reduces GHGs or has strong potential to promote significant reduction in GHGs by 2030.
Does it set the city up for recovery and thriving after climate disasters/impacts? -2 Proposal reduces the city's ability recover and thrive after climate disasters/impacts. -1 Neither helps nor harms the city's ability to recover and thrive after climate disasters/impacts. 0 Proposal makes a positive but insignificant contribution to setting the city up for recovery after climate diasters/impacts. 1 Proposal makes a meaningful contribution to setting the city up for recovery after climate disasters/impacts. 2 Proposal makes a significant contribution to setting the city up for recovery AND thriving after climate disasters/impacts.	Proposal reduces the city's ability recover and thrive after climate disasters/impacts.	Neither helps nor harms the city's ability to recover and thrive after climate disasters/impacts.	Proposal makes a positive but insignificant contribution to setting the city up for recovery after climate diasters/impacts.	Proposal makes a meaningful contribution to setting the city up for recovery after climate disasters/impacts.	Proposal makes a significant contribution to setting the city up for recovery AND thriving after climate disasters/impacts.
Does it prioritize and serve vulnerable and historically underserved communities? -2 This project imposes burdens on vulnerable populations -1 Historically underserved communities are not impacted positively or negatively by this project 0 Historically underserved communities benefit 1 This project prioritizes and serves historically underserved communities 2 This project directly advances priorities laid out by vulnerable and historically underserved communities	This project imposes burdens on vulnerable populations	Historically underserved communities are not impacted positively or negatively by this project	Historically underserved communities benefit	This project prioritizes and serves historically underserved communities	This project directly advances priorities laid out by vulnerable and historically underserved communities
Does it have positive public health impacts? -2 Proposal harms public health in Burlington and/or elsewhere. -1 Proposal has neither positive nor negative public health impacts in Burlington and/or elsewhere. 0 Proposal has a positive but insignificant public health impacts. 1 Proposal has meaningful, positive health impacts. 2 Proposal has significant, positive health impacts.	Proposal harms public health in Burlington and/or elsewhere.	Proposal has neither positive nor negative public health impacts in Burlington and/or elsewhere.	Proposal has a positive but insignificant public health impacts.	Proposal has meaningful, positive health impacts.	Proposal has significant, positive health impacts.
Does it have positive impacts on ecosystems? (1-5)	Proposal harms ecosystems in Burlington and/or elsewhere.	Proposal has neither positive nor negative ecosystem impacts in Burlington and/or elsewhere.	Proposal has positive but insignificant ecosystem impacts in Burlington and/or elsewhere.	Proposal has meaningful, positive ecosystem impacts in Burlington and/or elsewhere.	Proposal has significant positive impacts in Burlington and elsewhere.
	1	**2**	**3**	**4**	**5**
Is this project technically possible? 1 No 2 Technology exists for this proposal, but is untested and/or would be very challenging to adopt. 3 Technology exists for this proposal, it has been proven in similar applications, and challenges to adoption are moderate but manageable. 4 Proven techology for this proposal is readily available and fairly simple to adopt. 5 Yes - proven and scalable. No technical barriers to adoption.	No	Technology exists for this proposal, but is untested and/or would be very challenging to adopt.	Technology exists for this proposal, it has been proven in similar applications, and challenges to adoption are moderate but manageable.	Proven techology for this proposal is readily available and fairly simple to adopt.	Yes - proven and scalable. No technical barriers to adoption.
General co-benefits	No clear co-benefits	Potential for co-benefits	Co-benefits present if explicitly named/built in	Co-benefits are inherent	Co-benefits are inherent and abundant

Appendix

The Advisory process, and the final recommendations included in the body of this report were determined by a lengthy and time intensive deliberative and consensus process. However, a consensus approach can sideline individual perspectives.

As such, this appendix includes a PDF submitted by an Advisor expressing their ideas and recommendations that were not generated through the consensus process. Please see attached PDF.

I'd like to thank the Mayor for creating the climate advisory group and for inviting me to participate as a city resident. I agree with nearly every recommendation proposed. Many are strategies the city is already working on, which underscores the need for accountability vis a vis a sound climate governance structure and funding mechanism.

However, these recommendations were constrained by the requirement that they be actionable in the short term and by the fact that there was insufficient time to review new proposals in detail. Additionally, the climate advisory group did not hear from experts on the environmental, health, or economic impacts of bioenergy. Consequently, McNeil, our largest CO_2 emitter (indeed the largest stationary CO_2 emitter in Vermont), did not receive the attention it deserves. Given that Burlington Electric now acknowledges McNeil is beyond its useful life, lack of adequate engagement on this topic was a significant missed opportunity.

Nature based solutions are important strategies the city must employ to fight the climate and ecological crises and come with myriad cobenefits. But those solutions don't stop at city limits. The city should continue using nature based solutions, AND adopt them for city decisions with consequences beyond Burlington. Our first proposal indirectly sequesters about 24 tons of CO_2 a year through continuing the elementary school tree planting program. McNeil, in contrast, emits about 400,000 tons of CO_2 annually. While I strongly support the tree planting program, the failure to question why McNeil should continue to operate, undercuts the work of our group.

At my request, in late November, 2025, the Mayor included an optional Climate Advisory Group meeting: a presentation by two staff members of the Regulatory Assistance Program (RAP), Shawn Enterline and Richard Cowart. RAP is "an independent, global non-governmental organization with a mission of advancing policy innovation and thought leadership within the energy community" and it is able to help the city with its regulatory problems, and help move the city owned utility toward a cleaner future." https://www.raponline.org/who-we-are/about-us/
I'd like to include the following recommendation based on their presentation:

As soon as possible, but not later than July 1, 2026, Burlington Electric should adopt the following industry best practices to reduce risk, increase transparency and accountability, protect ratepayers, and put the City on a path to achieving its climate goals:

- *Implement industry standard best practices for distributed energy resources, energy procurement, asset reviews and cost-benefit analysis, and resource planning.*
- *Incorporate cost-benefit analysis and episodic reviews of assets and resources into planning.*
- *Incorporate an all-source procurement process into asset and resource procurement to provide greater transparency on energy costs, provide insight on costs of current portfolio relative to alternatives, and provide insights into the availability of alternatives not previously considered.*

The Mayor recently advised in her January 12,2026 Memo RE: FY2026 Citywide Goals that:

> In the near term, BED has several key objectives with McNeil, including progressing battery storage at the plant, completing and evaluating two third-party studies, and resolving REC market access options in the wake of legislative changes in Connecticut's REC market. In the medium term, BED sees significant opportunities to make progress

on reducing stack emissions, improving efficiency, and improving reliability by making significant improvements to the current plant and/or repowering with new technologies.

- Complete and evaluate the Velerity third-party study.
- (Cross reference to Goal 1) Resolve the REC market access issue.
- Finalize decisions on district energy, wood chip dryer, and ownership negotiations (pending the REC market access issue resolution), and plan for and present medium-term vision for McNeil.

Missing from the BED objectives and what should precede any of them is a professional cost-benefit analysis of the facility. BED assumes in the face of overwhelming counterfactual evidence that McNeil should continue to run. This assumption has cost rate-payers millions of dollars and put millions of tons of CO_2 into the atmosphere. An all source procurement policy would allow the city to see what alternatives to McNeil exist, and a professional cost-benefit analysis would allow the city to compare these alternatives to McNeil. *Really, how can we not agree that our utility must follow industry best practices?*

Seeking less polluting ways to burn wood so we can continue to pay loggers in NY and VT to cut down the forests we desperately need to support biodiversity, sequester and store carbon, and protect us from floods violates the Nature Based Climate Solutions this group proposes.

Equity: These meetings were closed to the public, meeting minutes not taken, and the process was not transparent even to some of us climate advisors. This is not how you create equity or build trust. Future decision making processes should be open to the public and the city must reach out and invite groups representing marginalized communities. Public engagement in Burlington policy should not be limited to two minutes at a city council meeting. Austin, Texas provides a good model of a climate equity plan and involvement process:

https://www.austintexas.gov/page/austin-climate-equity-plan

Equity Recommendations:

Commit to 100% carbon-free, lower cost energy for Burlington by 2028, including decommissioning the McNeil plant. McNeil emits a cocktail of toxins, including over 5 tons PM 2.5 into the surrounding environmental justice neighborhoods. PM 2.5 is the #1 global environmental killer and Vermont consistently ranks among the top states nationwide for asthma rates. Current medical science does not consider any amount of PM 2.5 healthy and it is correlated with heart and lung cancer, Parkinson's disease, mood disorders, and dementia. Furthermore, putting a plan in place to decommission the largest stationary source of CO_2 pollution in the state would be the most significant step this city could take to repair the egregious intergenerational justice issue of our time: imperilling our children's right to a habitable planet.

Work with the State Department of Environmental Conservation to restore the Burlington Air Quality Monitor we lost during the main street renovation project.

Acknowledge and publish air quality, VOC, PM 2.5, NOx and CO_2 data on the Burlington Data Hub website.

Ensure that future climate work is transparent and open.

All of these recommendations are inexpensive and can be implemented short-term

Governance: The City of South Burlington recently created and filled a climate manager position, and it is far from the only city to have some form of designated oversight. Burlington

should consider creating a similar position, or codifying the oversight of the city's climate work in an existing committee such as TEUC or a new Committee/Commission devoted to overseeing climate work throughout the city.

The Mayor has voiced her strong commitment to evidence and data driven policy. Making good on this commitment is simply not possible when climate policy is run by the utility, which has an inherent conflict of interest. Burlington Electric is committed to keeping McNeil operating, drafted the thermal energy ordinance that incentivizes the use of polluting heating sources, and was primarily responsible for drafting the Netzero Roadmap. The Netzero Roadmap focuses only on reducing and eliminating fossil fuel use, not greenhouse gasses, and exclusively in the heating and ground transportation sectors. It also includes the district energy steampipe as a way to meet climate goals, in spite of the fact that it would increase greenhouse gas pollution and keep McNeil operating well into the future.

The Airport: An endless growth mindset on a finite planet is the reason we're exceeding planetary tipping points. The Airport will not step off its expansionary treadmill without leadership from the Mayor. In December 2024, citing environmental concerns, the Ann Arbor City Council rejected a proposed expansion of its airport: https://www.michigandaily.com/news/ann-arbor/city-council-rejects-resolutions-proposing-municipal-airport-expansion/. Burlington should adopt the policy that the Burlington Airport is large enough and further adopt a goal of reducing emissions from air transportation. As an aside, Ann Arbor provides a good model of the criteria cities should use to evaluate proposals such as those we are presenting. Ann Arbor's Climate Action Plan: https://www.a2gov.org/media/g0zet55m/a2zero-climate-action-plan-_40.pdf

Bibliography

1. **Bulletin of Atomic Scientists (2022)**. John Sterman, et al *Does wood bioenergy help or harm the climate?*
   -Even temporarily elevated levels of atmospheric carbon dioxide cause irreversible climate damage (IPCC 2022; Solomon et al. 2009). The excess carbon dioxide from wood bioenergy begins warming the climate immediately upon entering the atmosphere. The harms caused by that additional warming are not undone even if the carbon debt from wood energy is eventually repaid.
   https://thebulletin.org/premium/2022-05/does-wood-bioenergy-help-or-harm-the-climate/

2. **Frontier Group (2022).** *Proforestation: What it is and why it matters.*
   – Leaving our existing forests alone is even more effective than planting new trees.
   https://frontiergroup.org/articles/proforestation-what-it-and-why-it-matters/

Ashley Adams, MPA

Burlington

Burlington City Council

To: Katherine Schad, Chief Administrative Officer

From: Ben Traverse, City Council President

Date: March 23, 2026

Re: Special Meeting on Tuesday, March 31

Section 39 of the City Charter provides the Chief Administrative Officer may call a special meeting of the City Council on petition approved by a majority of the Council. By vote taken at a regular meeting on March 23, 2026, a majority of the City Council agreed to petition you to call a special meeting as follows:

Date:	Tuesday, March 31, 2026
Time:	5:30pm
Location:	City Hall, Contois Auditorium

The agenda for this special meeting will include public forum, as well as a work session on: "The Events of March 11, 2026 and the Community Response to the Federal Actions in South Burlington."

Record No: ELI-65

Entertainment License - Indoor

Status: Active

Submitted On: 3/12/2026

Primary Location

405 Pine Street
Burlington, VT 05401

Owner

405 INVESTMENT CORPORATION
Pine Street 405
BURLINGTON, VT 05401

Applicant

Zach Williamson
802-846-2523
zwilliamson@burlingtoncityarts.org
135 Church St
Burlington, VT 05401

New

Establishment Information

Establishment Name (DBA) *
BCA Community Room

Establishment Street Address*
405 Pine Street

Establishment City, State Zip*
Burlington, VT 05401

Establishment Phone*
802-846-2523

Establishment Owner (Legal Name) *
405 Investment Corporation

Legal Owner Mailing Street Address*
405 Pine St

Legal Owner Mailing City, State Zip*
Burlington, VT 05401

Contact Person Name*
Doug Griswold

Contact Email Address*
dgriswoldvt@gmail.com

Contact Phone*
802-598-3773

* recommended for approval 3/18/26 cmtg
JO

Application Information

Occupant Load*

278

Number of Restrooms*

11

Number of Egresses*

4

Date of Last Fire Safety Inspection*

09/04/2025

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☑

Live Vocal Music

☑

Jukebox / Boom Box / Ipad

☑

Disc Jockey

☑

Karaoke

☑

Floor/Stage Show Entertainment

☑

Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition

☑

Readings

☑

Stage Play / Pantomime

☑

Comedian

☑

Dance Performance

☑

Contests / Games / Amusements

☐

Movies

☑

Other

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☑

Monday

☑

Tuesday

☑

Wednesday

☑

Thursday

☑

Friday

☑

Saturday

☑

Indoor Entertainment Hours

* 24 hours a day / 7 days a week

Sunday Start Time*

12:00 Midnight

Sunday End Time*

12:00 Midnight

Monday Start Time*

12:00 Midnight

Monday End Time*

12:00 Midnight

Tuesday Start Time*

12:00 Midnight

Tuesday End Time*

12:00 Midnight

Wednesday Start Time*

12:00 Midnight

Wednesday End Time*

12:00 Midnight

Thursday Start Time*

12:00 Midnight

Thursday End Time*

12:00 Midnight

Friday Start Time*

12:00 Midnight

Friday End Time*

12:00 Midnight

Saturday Start Time*

12:00 Midnight

Saturday End Time*

12:00 Midnight

Changes or Corrections to your License Application

Do you have any changes for this year's application? *

No

VT Division of Liquor Control Licenses

First Class Liquor License*

No

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Zach Williamson
Mar 12, 2026

Certification

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.*

Zach Williamson
Mar 12, 2026

Attachments

Record Activity

Zach Williamson started a draft Record	03/12/2026 at 11:17 am

Zach Williamson submitted Record ELI-65	03/12/2026 at 12:39 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-65	03/12/2026 at 12:39 pm
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-65	03/12/2026 at 12:39 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
City Clerk's Office Review	3/12/2026, 12:39:05 PM	-	Lori Olberg	-	Active
Entertainment Fee Payment	-	-	Zach Williamson	-	Inactive
Fire Marshal Review	-	-	-	-	Inactive
City Council Approval	-	-	-	-	Inactive
Indoor Entertainment License Issuance	-	-	-	-	Inactive

City of Burlington, VT

March 4, 2026

Record No: ELI-64

Entertainment License - Indoor

Status: Active

Submitted On: 3/4/2026

Primary Location

1127 North Avenue
Burlington, VT 05408

Owner

La Boca Wood Fired Pizzeria, LLC
1127 NORTH AVENUE STE 32
BURLINGTON, VT 05408

Applicant

Karl Hellmuth
802-399-2396
labocapizzeria@gmail.com
1127 N Ave
Ste 32
Burlington, VT 05408

Establishment Information

New

Establishment Name (DBA) *

La Boca Wood Fired Pizzeria, LLC

Establishment Street Address*

1127 N Ave, Ste 32

Establishment City, State Zip*

Burlington, VT 05408

Establishment Phone*

802.399.2396

Establishment Owner (Legal Name) *

La Boca Wood Fired Pizzeria, LLC

Legal Owner Mailing Street Address*

1127 N Ave, Ste 32

Legal Owner Mailing City, State Zip*

Burlington, VT 05408

Contact Person Name*

Karl Hellmuth

Contact Email Address*

labocapizzeria@gmail.com

Contact Phone*

802.399.2396

* recommended for approval @ 3/18/26 lcmtg

Application Information

Occupant Load*

50

Number of Restrooms*

2

Number of Egresses*

3

Date of Last Fire Safety Inspection*

06/04/2025

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☑

Live Vocal Music

☑

Jukebox / Boom Box / Ipad

☑

Disc Jockey

☐

Karaoke

☑

Floor/Stage Show Entertainment

☑

Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition

☐

Readings

☐

Stage Play / Pantomime

☐

Comedian

☑

Dance Performance

☐

Contests / Games / Amusements

☑

Movies

☐

Other

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☑

Monday

☑

Tuesday

☑

Wednesday

☑

Thursday

☑

Friday

☑

Saturday

☑

Indoor Entertainment Hours

Sunday Start Time*

10:00 AM

Sunday End Time*

10:00 PM

Monday Start Time*

10:00 AM

Monday End Time*

10:00 PM

Tuesday Start Time*

10:00 AM

Tuesday End Time*

10:00 PM

Wednesday Start Time*

10:00 AM

Wednesday End Time*

10:00 PM

Thursday Start Time*

10:00 AM

Thursday End Time*

10:00 PM

Friday Start Time*

10:00 AM

Friday End Time*

11:00 PM

Saturday Start Time*

10:00 AM

Saturday End Time*

10:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application? *

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Karl G Hellmuth
Mar 4, 2026

Certification

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.*

Karl G Hellmuth
Mar 4, 2026

Attachments

Record Activity

Karl Hellmuth started a draft Record 03/04/2026 at 2:12 pm

Karl Hellmuth submitted Record ELI-64	03/04/2026 at 2:30 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-64	03/04/2026 at 2:30 pm
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-64	03/04/2026 at 2:30 pm
Lori Olberg approved approval step City Clerk's Office Review on Record ELI-64	03/04/2026 at 2:33 pm
OpenGov system altered payment step Entertainment Fee Payment, changed status from Inactive to Active on Record ELI-64	03/04/2026 at 2:33 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
City Clerk's Office Review	3/4/2026, 2:30:46 PM	3/4/2026, 2:33:08 PM	Lori Olberg	-	Completed
Entertainment Fee Payment	3/4/2026, 2:33:08 PM	-	Karl Hellmuth	-	Active
Fire Marshal Review	-	-	-	-	Inactive
City Council Approval	-	-	-	-	Inactive
Indoor Entertainment License Issuance	-	-	-	-	Inactive

City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: March 23rd, 2026

To: City Council

From: Chapin Spencer, Director of Public Works
Laura Wheelock, PE, City Engineer/Division Director – Technical Services
Phillip Peterson, PE, Senior Transportation Engineer & Planner
Calvin Wuthrich, Associate Public Works Engineer

CC: Darren Springer, Director, Burlington Electric Department
Chief Curtin, Burlington Fire Department
Megan Moir, Division Director – Water Resources

Subject: Unaccepted/Private Streets in Burlington

Summary:

The Department of Public Works (DPW) is providing an update on the assessment of the City's unaccepted and private streets. The City has approximately 89 streets that were never formally accepted as public streets or where ownership records are incomplete. Over decades, the City has provided some services on approximately 20 of these streets, such as plowing and minor repairs. As a result, ownership and maintenance responsibilities are often unclear for both residents and City staff. The current effort, as described in this memo, is focused on creating a clear, consistent understanding of street ownership, maintenance responsibilities, and long-term service expectations for residents and the City.

DPW is bringing this unaccepted and private streets topic to the City Council at this time to:

- Provide an initial briefing to the full City Council
- Solicit Council feedback on DPW's proposed process
- Solicit Council feedback on the draft letter for residents on unaccepted or private streets

No formal action is requested at this time.

Why is DPW doing this now?

While the ambiguity of ownership and maintenance responsibilities of these private and unaccepted streets has existed for decades, the challenges facing affected residents and the City are growing and must be addressed. Key challenges include:

1) Deteriorating Streets: Many of these private and unaccepted streets are now in poor condition and need more than occasional pothole or gravel repairs. Some require full reconstruction or utility work. Continuing to provide small, short-term fixes is becoming less effective. Staff are repeatedly addressing the same problems without a long-term solution.
2) Managing Costs: Deferring necessary road maintenance leads to larger, more expensive capital repairs in the future. The sooner the City and residents can definitively settle the ownership and maintenance issues, the quicker the proper planning, budgeting and durable repair of these assets can occur - leading to the more efficient use of funds and a lower long-term cost of ownership. Additionally, unaccepted and private streets are not officially accounted for within the yearly funding received from the Vermont Agency on Transportation, which is based on total roadway mileage of accepted City streets. Should the City Council ultimately accept additional streets, the City will receive a modest amount of additional funding for their maintenance.
3) Increasing Friction: The inefficiencies of reactively trying to figure out ownership and maintenance responsibilities when urgent issues arise is becoming a growing point of friction for DPW, City Councilors and residents. Some recent and current examples include:
    a. On Fletcher Place, an urgent pump station rebuild and a traffic request to change parking regulation both took years and significant legal work to resolve a dispute with residents over street ownership.
    b. On Sunset Court, a failing sewer line currently needs attention but parties disagree on whether the City or the residents are responsible for its repair.
    c. On North Cove Road, residents, City Councilors and DPW Staff continue to struggle with who is responsible for upgrading the deteriorating street given the street's disputed ownership and past practice.

Taking a structured approach now allows the City to:

- Address worsening conditions before costs increase further
- Move from reactive repairs to planned improvements
- Set consistent expectations for residents
- Use maintenance funds more efficiently
- Make clear and fair decisions about which streets the City should maintain

What are we doing?

- Confirming ownership and right-of-way status
- Assessing pavement and underground utilities
- Grouping similar streets for phased review
- Developing recommendations for City Council on acceptance and long-term maintenance
- Beginning direct communication with affected residents

What happens next?

- DPW is preparing to send letters to residents on private and unaccepted streets explaining this process (see Attachment-1)
- Staff and consultants will begin detailed evaluations this year
- Recommendations will return to City Council after information is gathered

No immediate service changes are proposed. This phase focuses on research, planning, and communication.

Over the next few years, DPW Staff will work to:

1. Clarify ownership and right-of-way status.
2. Assess surface and underground infrastructure conditions.
3. Provide City Council with recommendations regarding potential street acceptance.
4. Provide City Council with recommendations on practical and sustainable approaches for how unaccepted and private streets should be maintained in the future.

Background:

DPW manages the City's public rights-of-way (ROW) while the City Council determines which streets to accept as public rights-of-way and whether to assume maintenance responsibilities for assets outside accepted ROW.

Unaccepted and private streets represent a longstanding operational gray area in Burlington. While these streets are not formally part of the City's accepted ROW network, DPW has historically provided limited services in response to resident expectations and practical considerations. This informal support, however, creates inconsistencies in service delivery and responsibility across the broader street system. Staff seeks the time and resources to develop a clear picture of all unaccepted and private streets within the City, which will include field verification and condition assessments, consultation with legal and surveying professionals, and engagement with residents of these streets.

For reference, "unaccepted" streets are streets that have incomplete or missing documentation for dedication and acceptance. "Private" streets are streets that are currently understood to be privately owned, either by property owner(s) along the roadway or by a developer. Any or all of these streets may also eventually be determined to be privately or City owned after further investigation.

The Department of Public Works (DPW) presented information on the ongoing work related to Burlington's unaccepted and private streets at the Transportation, Energy, and Utilities Committee (TEUC) meetings in July 2025, November 2025, December 2025, and January 2026. These presentations included lists of all private and unaccepted streets in the City, highlighted key issues with current practices, and proposed approaches for both assessing private and unaccepted streets for acceptance and transitioning out of maintenance practices on unaccepted streets. The December 2025 meeting also included an executive session with the Assistant City Attorney to help illuminate the importance of clarifying ownership and responsibilities on each street. Based on feedback received within these meetings, DPW has refined our proposed approach to include the following:

- Extending the October 2026 deadline for ceasing maintenance on private/unaccepted streets indefinitely to allow for adequate condition and historical assessments of each street and robust public engagement.

- Grouping streets with similar characteristics and exploring an approach where staff and City Council would address one grouping of streets at a time.
- Proposing an updated timeline and framework for addressing this complex policy issue.

The ownership of any given street has impacts on a variety of different City departments, including Parks, Recreation & Waterfront, Burlington Electric Department, DPW Water Resources, and the DPW Traffic and Right-of-Way teams. The ownership of a given street often dictates the ownership of other assets on that street, as well as the responsibilities for maintenance or replacement should these assets fail. There have been recent examples where a lack of clarity around street ownership has led to assets being replaced on private property using City funds. The current conditions and lack of clarity in street ownership leads to confusion for property owners in determining who is responsible for upkeep on essential utilities such as electricity and water.

Water Resources Infrastructure:

While it has been perhaps less gray in practice as far as providing benefits that are not prescribed, there has also been longstanding and sometimes understandable confusion among property owners around responsibility (both in the initial response and financially) for maintenance and capital improvements related to water, sewer and stormwater infrastructure on these unaccepted and private streets.

Although a pipe on a private street may be of a large diameter and serve multiple buildings, unless there is a clear easement in place that assigns responsibilities in a manner different to the BCO Chapters 26 and 31, these are functionally treated as "service line" connections to the public main, and, with the exception of hydrant flushing and inspection and replacement costs for meter inside a building, the costs for all maintenance, repair and replacement for infrastructure outside the street line (boundary of right of way) are 100% the responsibility of the property owner. That said, for the protection of public health, all work on any portion of the potable drinking water system up to and including the meter may only be performed by or with the approval of the water resources division.

For the portion of the "service line connection" that enters the right of way and connects to the public main, the responsibility framework depends on whether the infrastructure is drinking water or sewer/storm. In the case of drinking water, the financial responsibility for the service line is shared between the City and the property owner 50/50 and work is typically performed by the City or a City hired contractor. In the case of sewer/storm, the pipe all the way up to and including the connection to the main is the sole financial and maintenance responsibility of the property owner; however the City does have oversight on allowing and approving that connection.

When and where work has been performed by the Water Resources Division (or by a contractor) on a shared portion of the water system on an unaccepted or private street, there can also exist complexities around how those charges are assigned to the beneficiaries on the street when and where there is not an existing agreement in the land records among those properties.

Electric Infrastructure:

Burlington Electric Department (BED) installs and owns lighting services on existing and newly accepted streets within the City of Burlington. The frequency and responsibility for maintenance on street lights, as well as the specifications for the lighting itself are dependent on whether the lighting in question is owned by BED or not. Per the BED Street Lighting Policy (the "Policy") adopted by the Burlington Electric Commission, which covers when BED owned lighting is installed on "accepted" streets and must at that time adhere to all recommendations and standards included in the IES-NA Lighting Handbook. BED is responsible for maintenance of all BED owned poles, luminaires, conductors, conduits, and all associated infrastructure.

For lighting installed on "unaccepted" and private streets in the City, BED would not be responsible for the operation, installation or maintenance of these lighting facilities. Should the streets become "accepted" City streets, ownership of the lights would be transferred to BED, and then the operation and maintenance of the existing lighting would become BED's responsibility. This might also require that the lights be moved off the existing customers meter to be unmetered similar to other lights in the City. As with existing City streets, BED would not be responsible for parking ban lights or security cameras on the street. BED would become responsible for including any needed upgrades to these lights, as needed to conform to its lighting standards and the Policy, in its street lighting capital plan, but the timeline for such upgrades would be subject to available capital funds.

BED's PUC approved Street Lighting (SL) tariff constrains how BED can charge for street lighting service and what types of fixtures it charges for. The potential for ownership and maintenance of a variety of non-standard lighting systems that come with accepting "unaccepted" and private City streets will create both billing and support issues for BED. This would be true even if the lights meet the lighting standards contained in BED's Policy, and if they do not meet the Policy's lighting standards, these problems will exist until BED is able to upgrade the lights to conform to the Policy and to utilize standard BED fixtures. Providing clarity on the ownership of streets will be crucial to improving BED's ability to manage assets, identify maintenance responsibilities and plan for capital upgrades that may be required to provide appropriate lightning that meets BED's standards for each street.

Emergency Access Considerations:

DPW has begun working directly with the Burlington Fire Department (BFD) to review emergency access needs on unaccepted and private streets. Initial coordination meetings have taken place, and we are actively working through known and potential access constraints with BFD at this time.

As this work continues, future project documents will identify:

- Streets with documented or likely emergency access challenges
- Interim steps needed to maintain minimum access standards
- How emergency access considerations may influence prioritization in the phased evaluation framework

This coordination will continue as the process advances and more detailed information becomes available.

Current Progress - Updated Street Classification Work:

A portion of the City's current street list includes segments that are clearly private based on recorded plats, deeds, or long-established ownership patterns. These streets do not require further investigation or engagement at this stage because their legal status is unambiguous, and DPW has included this list in the attached materials for TEUC's reference, see Attachment-2. As DPW continues its research, additional streets may be identified as private or otherwise clarified through deeper legal, historical, and field review. The remaining streets; where ownership history is less clear form the focus of DPW's ongoing evaluation.

DPW is refining and organizing the City's Street inventory to support clearer policy decisions. Current work includes:

- Separating streets into three overall categories:
    - Private streets
    - Public but unaccepted streets
    - Accepted public streets
- Grouping streets, within the categories above, by similar legal, ownership, and physical characteristics to support phased evaluation.
- Flagging streets with unclear ownership or classification for future legal review.

DPW is preparing a concise summary of the operational and legal differences between private streets (HOA and non-HOA) and public but unaccepted streets. This distinction is essential for determining whether these groups should be addressed together or through a phased approach as well.

Current Progress – Creating Phased Evaluation Framework:

DPW Staff are developing a high level, incremental framework for evaluating unaccepted and private streets. This framework will outline:

- **Condition based categories:** Minimum service levels tied directly to the condition category of each street; from streets in imminent or active failure (where structural or utility conditions may require urgent attention) to streets in generally good condition that may only need basic access maintenance. This approach recognizes that surface condition alone is not a reliable indicator of underlying utility health, and streets that appear sound may still have water, sewer, stormwater, electric, etc. infrastructure at or near failure.
- **Logical groupings:** Logical groupings of streets for review based on ownership, condition, and utility risk.
- **Sequencing approach:** A sequencing approach that identifies which groups should be evaluated earlier or later, recognizing that specific timelines will depend on staff capacity, budget, and Council direction.
- **Staged analysis:** How condition assessment, legal verification, and cost analysis would be staged over time.

Current Progress - Data Collection & Assessment:

City staff are beginning a multi-year data collection and assessment effort because the underlying questions around unaccepted streets require coordinated legal, operational, and technical review before any policy decisions can be responsibly made. Many of these streets have unclear ownership histories, inconsistent maintenance histories, and limited documentation of utilities, condition, and access constraints. Developing a complete picture will require field verification, consultation with legal and surveying professionals, and structured engagement with affected residents. Taking this time ensures that any future recommendations to City Council are grounded in accurate data, reflect the full range of risks and responsibilities, and position the City to make durable, equitable decisions about long-term service levels and potential street acceptance.

To support this work, DPW will group similar types of streets as discussed above, and then use a consistent set of considerations when evaluating each street. These considerations draw from the City's existing street-acceptance materials and help ensure that every street is reviewed using the same clear criteria. The criteria are intended to give City Council a full picture of conditions, needs, and trade-offs so City Councilors can determine the most appropriate path forward.

Key factors include:

- Whether the street is in a condition that supports safe and reliable access for residents and emergency services.
- Whether the roadway, drainage, and utility infrastructure meet current City standards or would require upgrades.
- Whether clear, recorded boundaries exist and whether a survey is needed to establish & confirm the right-of-way boundary.
- Whether utilities, easements, and access points are documented well enough to support long-term maintenance.
- Whether the street layout, width, and geometry align with accepted public-street expectations.
- Whether the street serves multiple properties in a way that makes public acceptance practical and beneficial.
- Whether long-term maintenance responsibilities can be clearly assigned and managed.
  Whether the street's history, covenants, and recorded documents support a clear path toward acceptance.

Budget & Staff Time:

DPW Staff is developing our department's FY'27 budget to advance this unaccepted and private streets work over the next year. Staff will be coordinating the overall project, conducting research, organizing the street inventory, and overseeing contracted surveying and legal support. Current order-of-magnitude annual needs include:

- **$65,000** for DPW staff time to manage the project, complete research, coordinate interdepartmental work, and develop the evaluation framework

- **$150,000-$200,000** for contracted support, including land surveying and title attorney services, depending on the number and complexity of streets requiring boundary or ownership verification

Overall funding needs for this project will become more precise as we solidify the first groups of streets to be evaluated and we better understand the level of effort needed for each street. This investment on the front end will enable the Council to set clear policy on ownership and maintenance responsibilities that will, in turn, inform the City's long term financial responsibility for these streets. The costs of maintaining public streets are significant. Simply paving one mile of a City street currently costs approximately $1.2 million, underscoring the importance of accurate condition and ownership information before long-term commitments are made.

Resident Communication and Engagement:

DPW is preparing a robust public engagement approach to support future policy decisions. Current work includes:

- **Maintaining an informative webpage** as the project's central public information hub.
  - https://www.burlingtonvt.gov/1144/Private-Unaccepted-Streets)
  - The GIS map of unaccepted streets is embedded on this page.
  - Updated plain-language explanations of street classifications, process steps, and what residents can expect will be added in the coming weeks.
- **Developing a draft public engagement plan** outlining outreach phase, communication channels, and timing aligned with TEUC and City Council direction.
- **Preparing clear resident-facing** materials that differentiate:
  - Private HOA streets
  - Private non-HOA streets
  - Public but unaccepted streets
- **Coordinating direct communication** to property owners along unaccepted and private streets. Initial communication planned for March/April 2026. See Attachment-1 for the draft letter to residents on private and unaccepted streets.

Next Steps & Timeline:

- March 2026: Brief City Council on issue, scope of work, and timeline
- Late March/April 2026: Send introductory letter to affected residents
- Summer/Fall 2026: Begin staff and consultant research on top priority unaccepted/private streets
- Fall/Winter 2026-2027: First potential policy recommendations for TEUC and City Council review

The initial memo on this topic provided to the TEUC listed an October 1, 2026 date to end municipal services on unaccepted / private streets. That date was recommended after conferring with the City's risk management team who identified the risks associated with the current practice of the City providing tax-funded services on private property – and on streets that are largely not up to City standards. That said, this is a public policy issue decades in the making, largely because record keeping, standards and clear processes were not as robust in the past, and it will take time to get through the

work ahead. DPW Staff made it clear at the December 2025 and January 2026 TEUC meetings that the October 1, 2026 deadline was no longer in effect and City Staff will take the time needed to support the City Council in determining the appropriate resolution for the various unaccepted and private streets. As part of this work with the Council, DPW will recommend timelines for transitioning away from any past maintenance practices that are determined to be no longer appropriate, and will make sure affected residents have considerable advance notice of these changes.

Thank you for taking the time to review this memorandum and for your continued support of Burlington's Street system planning and maintenance efforts. If you have any questions or would like additional information, please contact the Department of Public Works at (802)863-9094 or dpwplanning@burlingtonvt.gov.

Attachments:

1. Unaccepted Streets Letter to affected residents
2. Street Classification Summary

City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Dear Residents, March 30, 2026

The City of Burlington is letting you know that we are taking time to understand the history, ownership, and condition of your street. Currently, we do not have documentation showing that the street your property is on was formally accepted as a Town Highway. Over the next year, we will be reviewing how the street was created, recorded, and maintained. You will continue to have full access to your property throughout this process.

This work will take time. Each private or unaccepted street in the City will be reviewed individually, and we will work directly with residents and property owners as we gather information. While this review is underway, all current City services on your street will continue. After the assessments are complete, City Council will use the findings to decide which streets should become public rights-of-way and whether the City should take on long-term maintenance. If any changes to City maintenance are proposed, residents would receive at least one year's notice.

Our goal is to give everyone a clear understanding of who owns each street and who is responsible for maintenance. You can find more information, including an interactive map and frequently asked questions, on the Unaccepted Streets webpage:
https://www.burlingtonvt.gov/1144/Private-Unaccepted-Streets

If you have questions or would like to talk with staff, please reach out using the contact information below. We are also available to meet individually with residents.

Thank you,

Chapin Spencer, Director of Public Works
Laura Wheelock, PE, City Engineer

Email: dpwplanning@burlingtonvt.gov
Phone: (802) 863-9094
In-person: DPW Customer Service Desk, 645 Pine St, Burlington, VT 05401

Please see the attached pages for an updated list of street classifications and additional FAQs.

What are "unaccepted" or "private" streets?

"Unaccepted" and "private" streets both describe streets for which the City does not have documentation that the street was formally accepted as a Town Highway. "Unaccepted" streets are streets that have incomplete or missing documentation for dedication and acceptance. "Private" streets are streets that are currently understood to be privately owned, either by property owner(s) along the roadway or by a developer.

Who decides whether a street becomes a public "accepted" street?

A street becomes a public street only when the property owner formally dedicates the land for public use and City Council votes to accept that dedication, and both steps are legally required because the City cannot accept or maintain land it does not own and an owner cannot unilaterally make a street public without Council approval. In practice, this means DPW must first determine who owns the land, whether a past dedication ever occurred, and what improvements would be needed for the street to meet City standards; only after that can an owner dedicate the street and City Council decide whether to accept it and take on long-term maintenance responsibility.

Why is the City doing this now?

Many private and unaccepted streets in the City have faced ownership and maintenance questions for decades, and this is not a new problem. Many of these streets are now in poor condition and need more than occasional pothole filling or grading, with some requiring full reconstruction, drainage upgrades, or utility coordination. Because the City cannot invest capital funds into streets it does not legally own, needed work has been deferred and costs have grown. Clarifying ownership and maintenance responsibility is the only way for the City and residents to plan long-term repairs, determine whether a street can be dedicated and considered for acceptance, and prevent even larger and more expensive problems in the future.

What is the City doing with unaccepted and private streets, and how will it work?

The City is beginning the process of developing a clearer picture of the ownership of streets within the City. This process will involve research into historical records, consultation with legal and surveying professionals, and engagement with residents to confirm how each street was created and whether it was ever formally dedicated for public use. Once the ownership of each street is assessed and confirmed, the City may need to make changes to some streets to bring them up to City standards. A street can only become a public street if the owner first formally dedicates it for public use and then City Council votes to accept it as part of the public street network.

Are you stopping maintenance services on my street?

Not right now, or in the immediate future. DPW will be continuing existing services on streets it currently maintains as the City assesses the legal histories and physical condition of each street. Following these assessments, City Council will decide whether to pursue ownership (and thus maintenance responsibility) of each street. If any changes to City maintenance are proposed, residents would receive at least one year's notice.

How will emergency services reach my property if the street is not maintained by the City?

DPW has begun working directly with the Burlington Fire Department (BFD) to review emergency access needs on unaccepted and private streets. BFD is assessing known and potential access constraints on these streets, and will continue to do so regardless of street ownership.

If I sell my property, will I need to disclose whether the street where it is located is accepted or not?

Generally speaking, property owners have an obligation to disclose latent defects that are material. To see how this rule applies, contact a Vermont licensed attorney.

The City maintains other utilities on my street. Doesn't that mean that they own the street?

The City's maintenance of utilities on a street does not mean the City owns; or is responsible for maintaining the street itself. For decades, City staff have performed certain tasks on unaccepted and private streets as a courtesy, not because the City has legal ownership or a formal maintenance obligation. That distinction is important for understanding what the City can and cannot invest in going forward.

My street does not have a Home Owners Association. How are we expected to coordinate maintenance services for our street if City maintenance does not continue?

Many private and unaccepted streets in Burlington may or may not have a homeowners association, and the City recognizes that coordinating maintenance on a shared roadway can be difficult for individual property owners. The long-term responsibility for these streets will ultimately depend on whether City Council chooses to accept them as public streets after the ownership and condition assessments are complete and after the street has been formally dedicated for public use. As this work moves forward, the City will provide clear information about ownership, needed improvements, and available options, but any change to current maintenance practices will occur only after Council decisions and with advance notice.

How long will this process take, and when will decisions be made?

The assessment of unaccepted and private streets is a multi-year effort because many streets have unclear ownership histories, limited documentation, and aging infrastructure that requires field verification. DPW is beginning detailed evaluations this year, and recommendations will return to City Council once ownership, condition, and utility information is complete. No immediate service changes are planned during this research phase, and any future decisions about street acceptance or changes to maintenance will be made by City Council with advance notice to residents.

Unaccepted Streets

The following streets have incomplete documentation for dedication and acceptance and/or may be private.

SPECIFIC STATUS	STREET	PLOW	WARD
UNACCEPTED	ALFRED TER	YES	6
UNACCEPTED	BROWE CT	YES	4
UNACCEPTED	CALARCO CT	YES	1
UNACCEPTED	CAMPUS CT		1
UNACCEPTED	CHASE LN	YES	1
UNACCEPTED	CLOAREC CT	YES	2
UNACCEPTED	COLCHESTER CT	YES	1
UNACCEPTED	DANS CT		1
UNACCEPTED	DEFOREST HEIGHTS		6
UNACCEPTED	DERWAY DR	YES	7
UNACCEPTED	ELBOW ST		7
UNACCEPTED	KING ST (PARTIAL)		3
UNACCEPTED	LAWSON LN		3
UNACCEPTED	MARKHAMS LN		3
UNACCEPTED	MECHANICS LN		3
UNACCEPTED	NORTH AVE EXT	YES	7
UNACCEPTED	NORTH COVE	YES	7
UNACCEPTED	NORTHGATE DR (PARTIAL)		4
UNACCEPTED	PINE PL (PARTIAL)		5
UNACCEPTED	PLATTSBURG AVE EXT		7
UNACCEPTED	REDSTONE TER	YES	6
UNACCEPTED	RUMSEY LN	YES	1
UNACCEPTED	SANITARY LANDFILL RD		2
UNACCEPTED	STARR FARM BEACH (PARTIAL)		4
UNACCEPTED	SUNSET COURT	YES	2
UNACCEPTED	THORSEN WAY		3
UNACCEPTED	VOLZ ST	YES	2
UNACCEPTED	WEST RD	YES	4
UNACCEPTED	WOODS ST		7

Private Streets

The following streets are currently understood to be privately owned.

SPECIFIC STATUS	STREET	PLOW	WARD
PRIVATE	AMBROSE PL		5
PRIVATE	APPLETREE PT LN		4
PRIVATE	APPLETREE PT RD (PARTIAL)		4
PRIVATE	AVE A		7
PRIVATE	AVE B		7
PRIVATE	AVE C		7
PRIVATE	AVE C NO		7
PRIVATE	AVE C SO		7
PRIVATE	BAIRD ST		5
PRIVATE	BAYBERRY CIR		1
PRIVATE	BEAUMONT AVE		1
PRIVATE	BORESTONE LN (PARTIAL)		7
PRIVATE	BURLINGTON SQ		3
PRIVATE	CAMBRIAN WAY		7
PRIVATE	CARRIGAN DR		1
PRIVATE	CATAMOUNT DR		1
PRIVATE	CATHEDRAL SQ		3
PRIVATE	CEDAR LN		6
PRIVATE	CENTENNIAL CT		1
PRIVATE	CHITTENDEN DR	YES	6
PRIVATE	CLAIRE POINT RD		7
PRIVATE	COUNTRY CLUB RD		6
PRIVATE	DAVIS RD		6
PRIVATE	DRIFTWOOD LN		4
PRIVATE	E VILLAGE DR		1
PRIVATE	EASTMAN FARM RD		4
PRIVATE	ETHAN ALLEN HOMESTEAD		7
PRIVATE	FAIRHOLT ST		6
PRIVATE	HARBOR WATCH RD		5
PRIVATE	IRA LN		7
PRIVATE	IRANISTAN RD (PARTIAL)	YES	6
PRIVATE	LAKE FOREST DR		5
PRIVATE	LAKE ST (PARTIAL)		3
PRIVATE	LAVALLEY LN	YES	5
PRIVATE	LEDGEWOOD CIR (PARTIAL)		5
PRIVATE	LITTLE EAGLE BAY		4
PRIVATE	MCAULEY SQ		1
PRIVATE	MULBERRY LN		1
PRIVATE	NORTHGATE DR (PARTIAL)		4

PRIVATE	NORTHSHORE DR		4
PRIVATE	OAKLEDGE DR		5
PRIVATE	PENNY LN		3
PRIVATE	PFG RD		6
PRIVATE	PINE LEDGE CT		5
PRIVATE	PINE PL (PARTIAL)		5
PRIVATE	RAILWAY LN		3
PRIVATE	RAYMOND PL		5
PRIVATE	REDSTONE CONDO		5
PRIVATE	RIVER VIEW DR		7
PRIVATE	ROCK PT		4
PRIVATE	S MEADOW DR		5
PRIVATE	S PROSPECT ST (PARTIAL)		6
PRIVATE	SAINT FRANCIS PARK		7
PRIVATE	STACY LN		3
PRIVATE	STARR FARM BEACH (PARTIAL)		4
PRIVATE	STARR FARM BEACH (PARTIAL)		4
PRIVATE	STEELE ST		3
PRIVATE	SUNSET CLIFF	YES	4
PRIVATE	THOMAS LN		3
PRIVATE	TOWER TER		6
PRIVATE	UNIVERSITY HGTS		8
PRIVATE	UNIVERSITY RD	YES	1
PRIVATE	VERMONT PARK		1
PRIVATE	WINTERBERRY LN		1

City Owned & Maintained Streets

The following streets are not town highways, but are owned and operated by the City of Burlington.

SPECIFIC STATUS	STREET	PLOW	WARD
CITY OWNED/MAINT	BATTERY PARK RD		3
CITY OWNED/MAINT	LEDDY PARK RD		4
CITY OWNED/MAINT	OAKLEDGE PARK		5
CITY OWNED/MAINT	SEARS LN (PARTIAL)		5

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Department of Public Works Submitter: Calvin Wuthrich

Title/Subject: Informational Unaccepted & Private Streets Briefing

Approval Requested:		Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	3/23/2026
☐	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	3/2/2026	Chapin Spencer
Mayor's Office	Yes	3/17/2026	Kara Alnasrawi
Board/Commission	Yes	1/27/2026	TEUC
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)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	3/17/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.