



## City Council

**Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor**

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

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### 1. Agenda

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<b>Subject</b>	<b>1.1. Motion to amend/adopt agenda</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 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: add to the consent agenda item 6.14. ONE Cleanup/Cleanout Proposal - Gene Bergman/Laura Sanchez-Parkinson/Melo Grant (per City Council President Traverse per Councilor Neubieser)

## 2. Executive Session (20 mins.)

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<b>Subject</b>	<b>2.1. Union Negotiation Update (20 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Session (20 mins.)
Department	City Attorney
Type	Action 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 the IBEW, and to include in attendance the City's bargaining team and staff from the Human Resources Department, Department of Finance and Administration, and City Attorney's Office.

## 3. Work Session (20 mins.)

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<b>Subject</b>	<b>3.1. Final Recommendation Report from the Mayor's Climate Advisory Group</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Work Session (20 mins.)
Department	Mayor's Office
Type	Discussion Information

## 4. Public Forum: Time Certain: 6:30 pm \*\*See above for signup instructions\*\*

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<b>Subject</b>	<b>4.1. Verbal Comments</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. 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

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

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<b>Subject</b>	<b>5.1. Verbal reports</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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

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**Subject 6.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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 - C/T**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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. April 27, 2026 Regular City Council Meeting Minutes - C/T**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor  
Category 6. Consent Agenda  
Department Department of Finance and Administration  
Type Information  
Minutes  
Recommended Action approve the minutes

**Subject 6.4. April 27, 2026 Local Control Commission Meeting Minutes - C/T**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor  
Category 6. Consent Agenda

Department	Department of Finance and Administration
Type	Information Minutes
Recommended Action	approve the minutes
<b>Subject</b>	<b>6.5. Update on 2026 Legislative Session</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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
<b>Subject</b>	<b>6.6. Communication: Jonathan Chapple-Sokol, CCRPC Alternate Member, re: Resignation</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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 the vacancy and send a letter of appreciation to Jonathan Chapple-Sokol thanking him for his time served as the CCRPC Alternate Member
<b>Subject</b>	<b>6.7. Communication: Lisa Lax, re: 4/27 cc comments public forum</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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
<b>Subject</b>	<b>6.8. Communication: Leslie Swackhamer, re: Public Forum 4/27 cc comments</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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
<b>Subject</b>	<b>6.9. Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation - REIB</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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 and authorize Kelli Perkins, Director of the REIB Office to designate funds in an amount not to exceed \$50,000.00 of the REIB budget for dispersal to the Richard Kemp Center, \$25,000.00 of which will be dispersed in fiscal year 2027 and another \$25,000.00 in fiscal year 2028 subject to final review and approval of the Chief Administrative Officer as well as the Office of the City Attorney
<b>Subject</b>	<b>6.10. Indoor and Outdoor Entertainment Permit Renewals (2026-2027): see attached list</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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
<b>Subject</b>	<b>6.11. Communication: Pike Porter, re: 4/26/2026 CC Porter Comments: Net Zero Energy</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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. FIO Documents**

Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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 for information only

**Subject** **6.13. Ordinance: Housing—Inspection Required BCO Chapter 18, Art. II, Div. 1, Sec. 16 (Department of Permitting and Inspections, Ordinance Committee)**

Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Permitting & Inspections

Type Action (Consent)  
Ordinance - First Reading

Recommended Action Motion: First reading, waive the reading, suspend the rules regarding referral back to Ordinance Committee and set for second reading for a date certain of May 18, 2026.

**Subject** **6.14. ONE Cleanup/Cleanout Proposal - Gene Bergman/Laura Sanchez-Parkinson/Melo Grant**

Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Council and Board

Type Action (Consent)

Recommended Action to approve and recommend that the City Council the use of \$6,500 from the FY26 City Council Initiative Fund to support the O.N.E. Clean Up event

## 7. Deliberative Agenda

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**Subject** **7.1. Presentation from Run Vermont regarding the Vermont City Marathon (15 mins.)**

Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Deliberative Agenda

Department Council and Board

Type	Information Presentation
<b>Subject</b>	<b>7.2. Resolution: Reinstating The Burlington Aging Council And Implementation The Age-Strong BTV Plan (Councilors Schachter, Carpenter, Grant and Sanchez-Parkinson)(15 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
<b>Subject</b>	<b>7.3. VT Rt 127 Shared Use Path Scoping Study Project Preferred Alternative Approval - BPRW (20 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve the VT Rt 127 Shared-Use Path Scoping Study Project Advisory Committee's selection of Alternative 1 to reallocate space for a Shared-Use Path on the north side of the existing bridge over VT Rt 127
<b>Subject</b>	<b>7.4. Purchase of Vehicle-Installed Equipment for Parking Enforcement - DPW - Parking and Traffic (25 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve the purchase of a vehicle mounted camera technology from AIMS Parking, for a total cost of \$54,508, and to authorize the Director of Public Works to take such further actions, and to execute such further documents approved as to form by the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby
<b>Subject</b>	<b>7.5. Public Hearing: Community Development Block Grant and HOME Investment Partnerships Proposed Allocations for the 2026 Action Plan for Housing &amp; Community Development</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action Public Hearing
Recommended Action	open the Public Hearing close the Public Hearing
<b>Subject</b>	<b>7.6. SECORD Phase 1 Development Agreement - CEDO (25 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve the Development Agreement and to authorize the Mayor of the City of Burlington to execute the Development Agreement between the City of Burlington and Ride Your Bike LLC and RYB Building A LLC for Phase 1 of the South End Coordinated Redevelopment (SECORD) Project, subject to the review and approval of the documents by the City Attorney's Office, and to take such further actions and execute such further instruments, approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby; provided that the HIA and any substantive amendments to the HIA or to the Development Agreement shall require City Council approval
<b>Subject</b>	<b>7.7. Fourth Amendment to City Place ARDA 2.0 - Inclusionary Housing Delivery Timeline - CEDO (25 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve the amendments to the ARDA and to authorize the Mayor of the City of Burlington to execute the Fourth amendment to the CityPlace second (2nd) Amended and Restated Development Agreement (ARDA 2.0) between the City of Burlington and CityPlace Partners LLC subject to the review and approval of the documents by the City Attorney's Office
<b>Subject</b>	<b>7.8. Ordinance: Consumer Protection BCO Chapter 21, Art. I (Ordinance Committee)(15 mins.)</b>
Meeting	May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Council and Board

Type Action  
Ordinance - First Reading

Recommended Action Motion: First reading, waive the reading, suspend the rules regarding referral back to Ordinance Committee and set for second reading for a date certain of May 18, 2026.

## 8. Committee Reports

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**Subject** **8.1. Verbal reports**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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 Emergency Reports & Public Health & Safety Updates: up to 5 mins. per Councilor)

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**Subject** **9.1. Verbal reports**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor  
Category 9. City Council - General City Affairs (to include Climate Emergency Reports & Public Health & Safety Updates: up to 5 mins. per Councilor)  
Department Council and Board  
Type Information

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

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**Subject** **10.1. Verbal reports**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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

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**Subject** **11.1. Motion to adjourn**  
Meeting May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 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**

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**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 May 11, 2026 - Regular City Council Meeting - Monday, May 11, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 12. Informational and Non-Discrimination Statements

Department Council and Board

Type Information

**Final Report  
of the  
Mayor's Climate Advisory Group**  
April 2026

# Table of Contents

Introduction.....	3
Purpose and Scope of Work.....	4
Objectives and Considerations.....	4
Committee Composition .....	4
Process .....	5
Climate Mitigation and Adaptation Towards a Resilient Burlington .....	6
Centering Equity in Burlington’s Climate Action .....	7
Governing for Climate Action .....	9
Effective Municipal Climate Governance .....	9
A Clear Vision.....	9
Defined Roles and Responsibilities.....	9
Clear Monitoring, Evaluation and Reporting.....	10
Allocation of Resources .....	10
Table of Recommendations .....	12
Next Steps .....	20
Bibliography.....	21
Nature-based Climate Solutions .....	21
Peer-Reviewed Science.....	21
Evaluation Matrix.....	22
Appendix .....	23

# 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.	<a href="#">Proposal 1</a>	<i>DPRW, Intervale, Wildways</i>	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	<a href="#">Proposal 2</a>	<i>DPRW, Intervale, Wildways</i>	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.	<a href="#">Proposal 3</a>	<i>Mayor's Office, DPRW</i>	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	<a href="#">Proposal 4</a>	<i>DPRW, Intervale, Wildways</i>	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.	<a href="#">Proposal 1</a>	<i>DPW, CSWD</i>	Improved public health
Transportation	Advance implementation of high-priority walk and bike infrastructure projects from PlanBTV Walk Bike.	<a href="#">Proposal 4a</a> and <a href="#">Proposal 4b</a>	<i>DPW, Planning, Bike-Walk Council, LM</i>	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	<a href="#">Proposal 6</a>	<i>DPW</i>	Improved public health, economic growth

	at specific time; whereas parking need is a calculated 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.	<a href="#">Proposal 7</a>	<i>DPW, DPI</i>	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.	<a href="#">Proposal 12</a> and <a href="#">Proposal 6</a>	<i>DPW, HR, BED, DPI, CarShareVT</i>	Improved public health, economic growth
Transportation	Pilot a flexible, demand-responsive microtransit with short closed loops in specific areas of the city.	<a href="#">Proposal 13</a>	<i>DPW, DPI, GMT, Planning</i>	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	<a href="#">Proposal 3</a>	<i>DPRW, CEDO</i>	Improved public health, economic growth

	community food programs.			
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.	<a href="#">Proposal 1</a>	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.	<a href="#">Proposal 2</a>	<i>DPRW, Intervale</i>	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.	<a href="#">Proposal 1</a>	<i>Mayor's Office, DPI</i>	Improved public health, economic growth, improved resource quality, job creation, poverty reduction
Buildings	The <a href="#">Governor's reinstatement of 2020 building codes</a> 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	[no related proposal in spreadsheet]	<i>DPI with building and contractor community</i>	Improved public health, economic growth, improved resource quality

	tasked with enforcing this policy.			
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.	<a href="#">Proposal 3</a>	<i>Clerk Treasurer (Capital Program Officer), BED,</i>	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 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.	[no related proposal in spreadsheetA]	<i>DPI</i>	Improved public health, economic growth

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.	<a href="#">Proposal 4</a>	<i>DPI, BED</i>	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	<a href="#">Proposal 1</a>	<i>Planning</i>	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.	<a href="#">Proposal 2</a>	<i>DPRW</i>	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	<a href="#">Proposal 4</a>	<i>Planning, DPRW</i>	Improved public health, economic growth, improved resource quality, job creation, poverty reduction
Water	Implement proactive monitoring of the City's	<a href="#">Proposal 1</a>	<i>DPW</i>	

	water intake for cyanobacteria			
Water	Deploy the most ecologically friendly pop-up cooling technologies (mist/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.	<a href="#">Proposal 2</a>	<i>DPW</i>	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		<i>Leahy BTV International Airport</i>	Economic growth, improved public health
McNeil	Conduct a public-private study to identify likely sites, options for financing, and potential management structures for within-city-limits "distributed generation" initiative that would reduce reliance on McNeil's power generation over time, consisting of solar panels, battery storage,	<a href="#">Proposal</a>	<i>CEDO, BED</i>	Economic growth

	and complimentary technologies.			
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## 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.

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## 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
<p><b>Adaptation: Does it help the city adapt to climate risks (e.g., flooding, heat)?</b></p> <p>-2 Proposal harms city's ability to adapt to climate risks.</p> <p>-1 Neutral: neither harms nor helps the city's ability to adapt to climate.</p> <p>0 Helps the city adapt to climate risks, but is insignificant benefit.</p> <p>1 Proposal is moderately impactful in helping the city adapt to climate risks.</p> <p>2 Proposal significantly contributes to the city's ability to adapt to climate risks.</p>	Proposal harms city'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.
<p><b>Mitigation: How significantly does the project reduce carbon emissions?</b></p> <p>-2 Proposal either increases GHGs or has the potential to increase GHGs in the future.</p> <p>-1 Neither increases nor decreases GHGs immediately or in the future.</p> <p>0 Proposal reduces GHGs or has the potential to reduce GHGs, but not in significant amounts and/or not by 2030 or 2050.</p> <p>1 Proposal reduces GHGs or has strong potential to promote future reduction in GHGs by 2030 or 2050.</p> <p>2 Proposal significantly reduces GHGs or has strong potential to promote significant reduction in GHGs by 2030.</p>	Proposal either increases GHGs or has the potential to increase GHGs in the future.	Neither increases nor decreases GHGs immediately 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.
<p><b>Does it set the city up for recovery and thriving after climate disasters/impacts?</b></p> <p>-2 Proposal reduces the city's ability recover and thrive after climate disasters/impacts.</p> <p>-1 Neither helps nor harms the city's ability to recover and thrive after climate disasters/impacts.</p> <p>0 Proposal makes a positive but insignificant contribution to setting the city up for recovery after climate disasters/impacts.</p> <p>1 Proposal makes a meaningful contribution to setting the city up for recovery after climate disasters/impacts.</p> <p>2 Proposal makes a significant contribution to setting the city up for recovery AND thriving after climate disasters/impacts.</p>	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 disasters/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.
<p><b>Does it prioritize and serve vulnerable and historically underserved communities?</b></p> <p>-2 This project imposes burdens on vulnerable populations</p> <p>-1 Historically underserved communities are not impacted positively or negatively by this project</p> <p>0 Historically underserved communities benefit</p> <p>1 This project prioritizes and serves historically underserved communities</p> <p>2 This project directly advances priorities laid out by vulnerable and historically underserved communities</p>	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
<p><b>Does it have positive public health impacts?</b></p> <p>-2 Proposal harms public health in Burlington and/or elsewhere.</p> <p>-1 Proposal has neither positive nor negative public health impacts in Burlington and/or elsewhere.</p> <p>0 Proposal has a positive but insignificant public health impacts.</p> <p>1 Proposal has meaningful, positive health impacts.</p> <p>2 Proposal has significant, positive health impacts.</p>	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.
<p><b>Does it have positive impacts on ecosystems? (1-5)</b></p>	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.
<p><b>Is this project technically possible?</b></p> <p>1 No</p> <p>2 Technology exists for this proposal, but is untested and/or would be very challenging to adopt.</p> <p>3 Technology exists for this proposal, it has been proven in similar applications, and challenges to adoption are moderate but manageable.</p> <p>4 Proven technology for this proposal is readily available and fairly simple to adopt.</p> <p>5 Yes - proven and scalable. No technical barriers to adoption.</p>	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 technology for this proposal is readily available and fairly simple to adopt.	Yes - proven and scalable. No technical barriers to adoption.
<p><b>General co-benefits</b></p>	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<sub>2</sub> emitter (indeed the largest stationary CO<sub>2</sub> 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<sub>2</sub> a year through continuing the elementary school tree planting program. McNeil, in contrast, emits about 400,000 tons of CO<sub>2</sub> 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<sub>2</sub> 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<sub>2</sub> 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<sub>2</sub> 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](https://www.a2gov.org/media/g0zet55m/a2zero-climate-action-plan-_40.pdf)

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-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

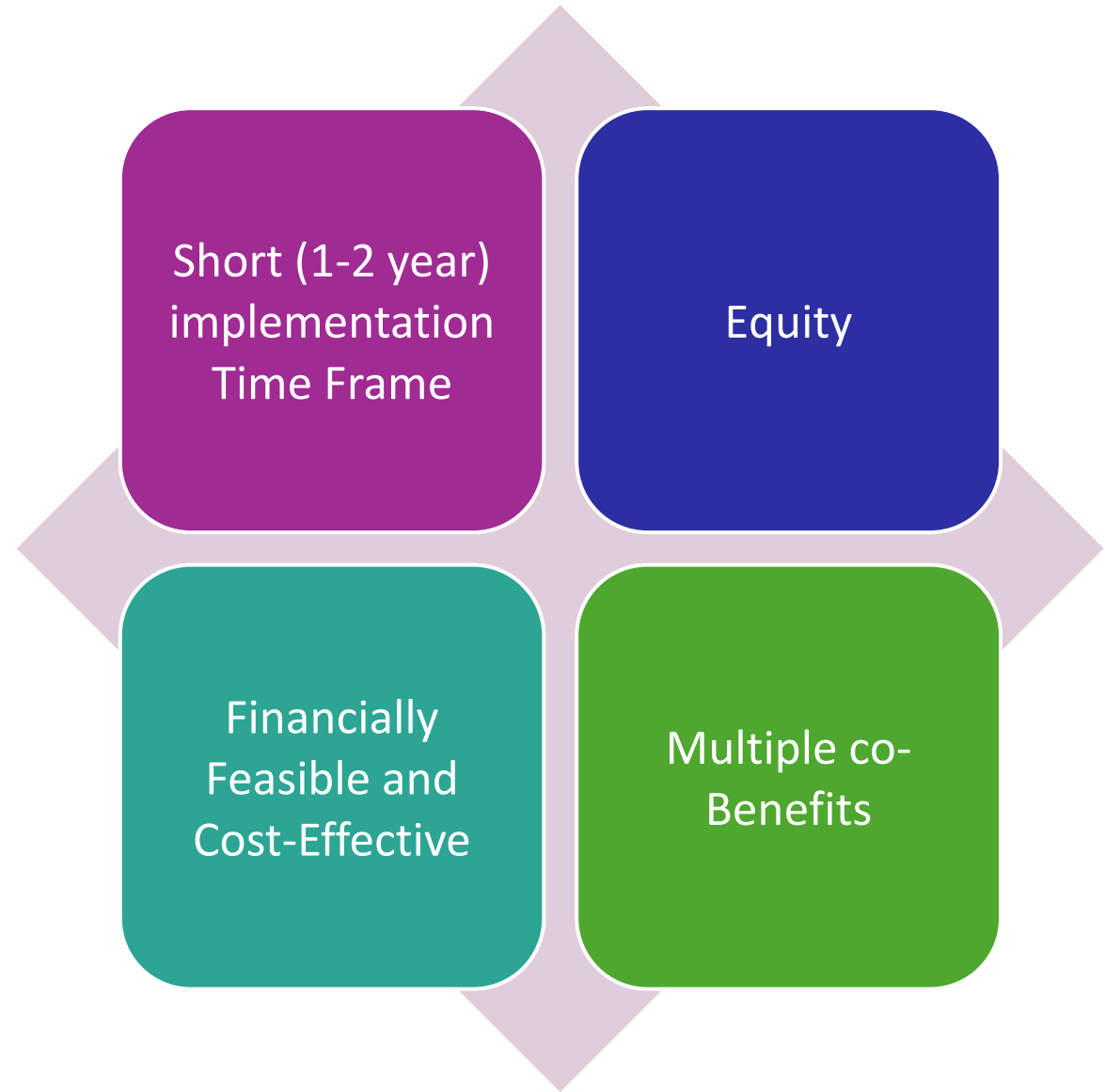
Burlington

# Mayor's Climate Advisory Group

Task, Composition,  
Sectors, Key Themes &  
Recommendations

## TASK:

Provide  
Recommendations to  
Further Reduce  
Green House Gas  
Emissions and Adapt  
to Climate Change



# Member Composition

## Community 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, Stormwater, Department of Public Works
- Carter Neubieser, City Councilor, Ward 1

# Climate-Related Sectors

Nature based  
solutions

Food, Farm and  
Food Security

Water

Waste, Compost  
and Recycling

City Planning

Buildings

Transportation

BTV Leahy  
International  
Airport & McNeil  
Generating Station

# 25 Recommendations and 3 Key Themes

## A. Key Themes:

1. Adaption -- Continue on mitigation efforts but place added attention on adaption through nature-based solutions
2. Equity -- Embed in all of Burlington's Climate Work
3. Governance -- Determine governance structure to enable successful implementation, tracking and monitoring

# B. Sample Recommendations

Sector	
Nature Based Solution	Support Expanded Native Habitat Through Planting of Native Plants, Trees, Shrubs on Public and Private Lands
Waste/Recycling/Compost	Accelerate the Move from Fragmented Waste Collection to Consolidated Collection for Residential Trash, Recycling and Food Scraps
Transportation	Mandate Near-Term Implementation of High-Priority Walk and Bike Infrastructure
Transportation	Pilot a Flexible, Demand-Response Micro-transit
Food Access/Security	Create Shared Use Policies for Existing Commercial Food-Scale Infrastructure
Buildings	Require Regular Updates on Advancement of the Rental Weatherization Ordinance.
Planning/Land Use	Assess and Quantify the Potential for Mixed-Use Development including all Land Types, such as Vacant Lots & Vacant Buildings
Water	Deploy Eco-Friendly Pop-Up Cooling Technologies for When Beaches are Closed



# City of Burlington, Climate Inventory

*Prepared with the support of, and on the behalf of Mayor Emma Mulvaney- Stanak*

## Process Overview and Purpose of this Inventory

In preparation for the formation of the *Mayor's Community Task Force on Climate* the Mayor convened a September 2024 virtual "kick-off" meeting of City staff involved in climate work - either directly or indirectly - to consider the current status of the City's climate adaptation and mitigation efforts. Out of this meeting, Dan Cahill, City Land Steward and Jen Green, Director of Sustainability at BED, and Sinead Murray, Mayor's Office were selected to coordinate an inventory process of existing climate mitigation and adaptation efforts.

This inventory reflects the results of strategy discussions between Green, Cahill and Murray and 2 additional meetings with City staff. The first meeting, held in person on December 11, included the staff on the first Mayor's call as well as additional staff identified by their peers as key to the dialogue. The next meeting (January 8, also in-person) included participants identified by their peers as having important insight to various aspects of climate efforts including those working on building infrastructure, finance and equity.

After the meetings, information was compiled into this document. Staff who attended the meetings as well as additional City staff helped revise and adapt the inventory to its current status. City staff not in attendance at meetings who supported the inventory document preparation: Jackie Esperti, Lee Perry, Alec Kaeding, Meghan O'Daniel, Scott Gustin, Charles Dillard, Vincent Comai.

Kick-off Meeting: September 5, 2024

Facilitator: Erin Jacobsen, Chief of Staff, Office of Mayor Emma Mulvaney-Stanak

Participants:

Kim Bleakley, Central Facilities Manager, Parks and Recreation Department

Jessica Brown, City Attorney

Dan Cahill, City Land Steward, Parks, Recreation and Waterfront

Jen Green, Director of Sustainability and Workforce Development, BED

Megan Moir, Division Director of Water Resources, Department of Public Works

Sarah Morgan, Principal Planner, Department of Planning

Sinead Murray, Administrative and Community Engagement Coordinator, Office of Mayor

Deryk Roach, Parks & Central Facilities Superintendent, Parks

Daniel Schmidt, Conservation Field Coordinator, Parks, Recreation and Waterfront

Juliet Shen, Marketing and Outreach Manager, Parks Recreation and Waterfront

Darren Springer, General Manager, BED

Nancy Stetson, Senior Policy and Data Analyst, Department of Planning

**Meetings:** City Staff Climate Resilience Working Group Engagement Sessions

**Meeting 1:** 12/11/24, Wednesday

Facilitators:

Dan Cahill, City Land Steward, Parks, Recreation and Waterfront  
Jen Green, Director of Sustainability and Workforce Development, BED  
Sinead Murray, Administrative and Community Engagement Coordinator, Office of Mayor

Participants:

Mayor Emma Mulvaney-Stanak  
Kim Bleakley, Central Facilities Manager, Parks and Recreation Department  
Jessica Brown, City Attorney  
Megan Moir, DPW Division Director of Water Resources, Department of Public Works  
Sarah Morgan, Principal Planner, Department of Planning  
Deryk Roach, Parks & Central Facilities Superintendent, Parks, Recreation and Waterfront  
Sophie Sauvé, Comprehensive Planner, Parks, Recreation and Waterfront  
Daniel Schmidt, Conservation Field Coordinator, Parks, Recreation and Waterfront  
Juliet Shen, Marketing and Outreach Manager, Parks, Recreation and Waterfront  
Darren Springer, General Manager, BED  
Nancy Stetson, Senior Policy and Data Analyst, Department of Planning

**Meeting 2:** 01/08/25, Wednesday

Facilitators:

Dan Cahill, City Land Steward, Parks, Recreation and Waterfront  
Jen Green, Director of Sustainability and Workforce Development, BED  
Sinead Murray, Administrative and Community Engagement Coordinator, Office of Mayor

Participants:

Christian Berry, Interim Director, Racial Equity, Inclusion and Belonging (REIB)  
Melissa Cate, Superintendent of Recreation Facilities, Parks, Recreation and Waterfront  
Michael Curtin, Deputy Chief of Operations, Fire Department  
Mike LaChance, Fire Chief  
Nicole Losch, Grants Director, Clerk & Treasurer's Office  
Ashley Parker, Capital Program Director, Clerk & Treasurer's Office  
Brian Pine, Director, Community and Economic Development Office  
Bill Ward, Director, Department of Permitting and Inspections

Cindi Wight, Director, Parks, Recreation and Waterfront

**Meeting Objective:** Begin inventory of City's Climate efforts.

**Resources:** Worksheet describing Climate Resilience, Climate Adaptation, and Climate Mitigation.

**Meeting Process:** Overview of climate mitigation and adaptation, followed by small group discussions capturing climate adaptation and greenhouse gas mitigation efforts.

## Key Definitions

**Climate Mitigation** - The actions related to the reducing of climate change – involves reducing the flow of heat-trapping greenhouse gases into the atmosphere, either by reducing [sources of these gases](#) or enhancing the [“sinks” that accumulate and store these gases](#)

**Climate Adaptation** - Adjusting to actual or expected future climate. The goal is to reduce our risks from the harmful effects of climate change.

**Climate Resilience** - The ability of people, financial resources, communities, and ecosystems to prepare for, respond to, and recover from climate-related events. (combination or result of mitigation and adaptation efforts).

**Environmental Justice** - the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income concerning the development, implementation, and enforcement of environmental laws, regulations, and policies.

**Equity** - refers to fairness and justice and is distinguished from equality: Whereas equality means providing the same to all, equity means recognizing that we do not all start from the same place and must acknowledge and make adjustments to imbalances. The process is ongoing, requiring us to identify and overcome intentional and unintentional barriers arising from bias or systemic structures. (<https://www.naceweb.org/about-us/equity-definition>)

## Findings of Small Group Discussions - Mitigation and Adaptation Efforts

### Mitigation Efforts

#### 1. Resource Efficiency through Life Cycle Analysis

- Incorporation of **life cycle cost analysis** into purchasing, thereby reducing resource consumption. For example:

Annual Landscape Plant Purchases are 80% Perennial	Department of Parks, Recreation, and Waterfront (BPRW)	Status: on-going
Evaluate cost and GHG savings when selecting biosolids processing technology (i.e. more capital cost and energy cost to create drier biosolid, but can decrease # of truck trips/GHG)	Department of Public Works (DPW)	Status: on-going
Monitor biosolids regulations/technology that could put digestion (biogas generation) back on the map.	DPW	Status: on-going

#### 2. Local Food Networks

- Enhance and **support local food networks**, thereby reducing food miles travelled and supporting our local food economy.

Access to and support for community gardens including 14 garden sites, 700 plots and 13 acres of growing space for community members	BPRW	Status: on-going
Technical and resource support from City to refugee and immigrant food growers.	BPRW	Status: on-going
Support of local schools and organizations in acquiring growing space to provide programming and educational opportunities	BPWR	Status: on-going
Create a food-hub in Burlington where food can be processed and packaged close to its harvest source and sold in local grocery stores	Department of Business and Workforce Development (BWD)	Status: planning

#### 3. Sustainable Urban Planning and Design

<p>Innovative uses of open spaces and green infrastructure to increase environmental health and promote economic development including notably: 1) St. Paul and Main St. <a href="#">Great Streets Initiative</a> which will reduce VMT, enhance biking and walking, address stormwater challenges, and economic development in and around downtown core. Will include first parking-protected, permanent protected bike lane</p>	<p>DPW, BPRW</p>	<p>Status: on-going</p>
<p><b>Consolidated Public Safety Facility</b> (currently in RFQ state of development) to streamline and improve service provision and reduce energy use.</p>	<p>Multi-departmental</p>	<p>Status: launched</p>
<p><b>Bike and Pedestrian Infrastructure:</b> First walk-bike plan approved in 2017; update is underway</p> <p>Goal: 28 miles of new bikeways by 2022.  <b>Progress: 17.2 new miles</b> Improved 19 of the 20 most dangerous intersections for pedestrians.</p>	<p>DPW</p>	<p>Status: launched</p>
<p>Conducted a comprehensive review <b>transportation demand management plan practices</b>, which are non-infrastructure programs and services that couple with infrastructure to promote a mobility system that is less reliant on cars.</p>	<p>DPW</p>	<p>Status: completed</p>
<p>The <b>South End Innovation District</b> zoning amendment to facilitate the development of thousands of new homes and supportive land uses. SEID zoning includes standards to promote mass timber construction, use of abundant green stormwater infrastructure practices, and dimensional standards intended to reduce urban heat island and poor air quality impacts</p>	<p>Department of Planning (Planning)</p>	<p>Status: completed</p>
<p>The <b>Neighborhood Code</b>, a multi-part reform of Burlington’s housing policies and regulations, increases the allowed densities of Burlington’s neighborhoods, and promotes the use of more energy-efficient multifamily structures.</p>	<p>Planning</p>	<p>Status: completed</p>

Creation of NZE guide for historic buildings: <a href="#">BED and DPI release a guide on net-zero energy and historic buildings.</a>	Burlington Electric Department (BED), Department of Permitting and Inspections (DPI)	Status: completed
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4. Reducing Energy Costs and Consumption

Formation of Burlington Electric as an <b>Energy Efficiency Utility (EEU)</b> , one of Vermont’s 3 EEUs, created in 1990 with the goal of reducing energy consumption. As an EEU, BED operates energy efficiency programs for residents and commercial customers including City buildings	BED	Status: EEU-funded rebated and incentives on-going
In 2014, Burlington became the first city in the country to source <b>100% electricity from renewables</b> : i.e. biomass, solar, hydro, and wind. The City's RE portfolio is reported every 2 years and <a href="#">can be found here.</a>	City-wide	Status: completed and on-going
Building on 100% renewable electricity status, created <a href="#">Net-Zero Energy Roadmap</a> ; Roadmap adopted in 2019 by City Council; outlines City goal to reduce and eventually eliminate fossil fuel use in the built environment and ground transportation sectors.	City-wide	Status: completed
Through State and other funding sources, BED offers <b>incentives to reduce fossil fuel use</b> through various incentives, including electric vehicles (EVs), heat pumps, e-bikes, electric car chargers, electric lawn equipment, and other clean energy technologies. Additional information can be found here: <a href="#">Rebates – Burlington Electric Department</a>  Current incentive and rebate numbers are listed in the monthly reports to the Burlington Electric Commission: <a href="#">Burlington Electric Commission</a>	BED	Status: rebated and incentives on-going

<a href="#">Meeting • City of Burlington 149 Church St.   Burlington, VT 05401   802-865-7000 • CivicClerk</a> (rebates and incentives)		
<p>With technical support from BED and applicable rebates from BED and VGS, BPRW’s Central Facilities program upgrading city-owned buildings to improve energy efficiency and reduce heating and cooling demands.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>- Various energy efficient and electric HVAC and system control upgrades in City Buildings and capital planning underway to systematically address replacement at end-of-useful service life.</li> <li>- Improving building envelopes</li> <li>- Net Zero Energy conversion planning in Robert Miller Community Center (FY25-26) and the City Hall/BCA campus.</li> <li>- Replacement of fluorescent lighting fixtures with LEDs in all City buildings</li> <li>- Involvement with Burlington 2030 District</li> </ul>	<p>BED, BPRW</p>	<p>Status: on-going</p>
<p><b>Geo-thermal</b> as heating source to reduce reliance on natural gas, including Flynn Elementary. Currently testing for geothermal at several sites, including Fletcher Free Library and Burlington High School</p>	<p>BPRW, BED</p>	<p>Status: on-going</p>
<p>Installation of <b>publicly accessible EV chargers</b> at City facilities, parks and other locations to encourage vehicle electrification. Nine (9) EV chargers across 4 facilities, i.e. 7 level 2 chargers and 2 publicly accessible DC fast chargers, including 5 drop-down chargers in areas with high rental rates and limited off-street parking.</p>	<p>BED, BPRW</p>	<p>Status: on-going</p>
<p>City Membership in <b>Chittenden Area Transportation Management Association</b> (CATMA). Offers resources to City employees to reduce Vehicle Miles Traveled (VMT) and</p>	<p>Mayor’s Office, Regional Programs</p>	<p>Status: on-going</p>

encourage multi-modal transportation. Includes reduced rate GMT bus passes.		
DPW support to <b>CarShareVT</b> through granting use of public parking spaces for car share use; funding through BED to assist CarShareVT's transition to electric.	DPW, BED	Status: on-going
<b>Solar installations</b> on three (3) City buildings, including 645 Pine Street (138 kw rooftop array and 585 Pine (124 kw array) and Airport.	DPRW	Status: completed
<b>Solar research and training facility</b> at McNeil generating station built through a partnership between the City of Burlington, the McNeil joint owners, the University of Vermont, and Encore Renewable Energy,	BED	Status: on-going
<b>Buried electrical lines:</b> Currently, 64.9 miles of City electrical lines are underground, helping to reduce energy loss and improve system resilience, especially during severe weather events.	BED	Status: on-going
Transition from incandescent to <b>LED street light fixtures</b> . Currently 2,742 LED streetlight fixtures throughout City.	BED	Status: on-going
<b>Electrification of City Fleet</b> including currently 12 EVs and 7 plug-in hybrids (PHEV) across approximately 20 departments. (204 total fleet vehicles). Electric Zamboni at Leddy Arena	DPW, BED	Status: on-going
<b>Fleet replacement plan</b> involve converting an additional 47 vehicles to EV, which is expected to yield over \$1,000,000 in operational and maintenance savings. Fuel use and vehicle purchases <a href="https://data.burlingtonvt.gov/pages/climate#fleet">tracked here</a> : <a href="https://data.burlingtonvt.gov/pages/climate#fleet">https://data.burlingtonvt.gov/pages/climate#fleet</a>	City-wide with BED rebate support	Status: on-going
<b>BED Net Zero Energy Revenue Bonds</b> which provide important source of funding (total of \$40 million between current bond and the next one which voters approved in 2024) for	BED	Status: on-going

<p>electrification, grid and technology upgrades, and public EV charging.</p> <p><b>BED public charging network</b> (over 40 ports in the City currently) distributed around the City ensure charging available to all, regardless of homeownership status:  <a href="https://www.google.com/maps/d/viewer?mid=1HH6z79CWLKoCy7dxy2eZySmbLTJTrHAH&amp;femb=1&amp;ll=44.48091954010022%2C-73.21955962499999&amp;z=13">https://www.google.com/maps/d/viewer?mid=1HH6z79CWLKoCy7dxy2eZySmbLTJTrHAH&amp;femb=1&amp;ll=44.48091954010022%2C-73.21955962499999&amp;z=13</a></p>		
<p><b>BED fleet electrification</b>, beyond the City fleet, including the all-electric bucket truck (first of its kind in the State of Vermont</p>	BED	Status: on-going
<p>Financial and technical support from BED for the addition of <b>7 electric buses to GMT’s fleet</b> (7 out of 70 buses now electric)</p>	BED	Status: on-going
<p>With federal IRA funding, BED creation of <b>heat pump rate</b> for commercial and residential programs program and enable BED to better manage peak demand</p>	BED	Status: launched
<p><b>BTV (Airport) mitigation projects</b> and initiatives include: 1) <b>Lighting</b>: Replaced fluorescent and incandescent light bulbs with energy efficient LEDs in the parking garage; LED lighting retrofits at the terminal, and at all roadways, taxiways, and parking lots; Pursued daylight harvesting and energy efficient window glazing for BTV buildings; 2) <b>Heating and Cooling</b>: Upgraded the terminal’s 50-year-old heating and cooling system; Applied white roofing materials and surfacing to select Airport facilities; 3) <b>On-Site Renewable Energy Production</b>: 500 kW roof-mounted solar array at the Parking Garage (owned by BED); 24 kW roof-mounted solar array at the FBO Facility (owned by Heritage Aviation) ; 100 kW wind turbine at the FBO Facility (owned by Heritage Aviation</p>	Airport	Status: completed
<p>Rental weatherization policy implemented by DPI with technical support from BED. Designed to reduce fossil fuel in rental properties through weatherization. Workforce constraints hinder progress.</p>	DPI	Status: on-going

<p><b>Thermal Energy Systems Carbon Fee Ordinance</b> to reduce fossil fuel use and encourage electrification and/or the use of renewable energy systems in all city buildings, new construction and building over 50,000 square feet. <a href="#">Ordinance info found here.</a></p>	DP	Status: launched
<p><b>Benchmarking Ordinance</b> pertaining to buildings between 10,000-49,000 square feet of conditioned space. Approved by City Council in January 2025.</p>	DPI	Status: launched

Adaptation Strategies

1. Climate Responsive Planning

<p><b>Update of <a href="#">Open Space Protection Plan</a></b> including 2022 <a href="#">addendum</a> that enumerates Nature Based Climate Solutions and the opportunities to integrate them into our open spaces.</p>	DPRW, DPI, City Planning	Status: launched
<p>Management of <a href="#">Conservation Legacy Fund</a>, created in 2005 and enacted through voter referendum. Generates ~\$570,000 annually (30% supports Land Stewardship of City owned Natural Areas, Conservation Education and Community Collaborations; 30% supports an annual Nature Based Climate Solutions Grant Program; 40% land acquisition/protection).</p>	BPRW	Status: on-going
<p><b>Establishment of 2023 grant program</b> to support climate adaptation and resilience projects. The grant program enables hands-on participation in addressing the climate crisis. <a href="#">Three funded projects completed</a> and four more are in the queue for funding in grant program’s second year.</p>	BPRW	Status: on-going
<p><b>Acquisition and protection of some of Burlington’s most significant natural areas and parks.</b> 10 total areas including the permanent protection of the trails at Rock Point, the expansion of Arms Forest, the acquisition and restoration of the Rivers End Marina, and the Archibald Neighborhood Garden.</p>	BPRW	Status: on-going

Work with Vermont Emergency Management on several FEMA Hazard Mitigation Grant projects including properties within the flood hazard area of the Winooski River or located atop unstable slopes along the river. <b>Properties vulnerable to extreme weather events will be removed</b> and space will be converted green spaces.	City-wide	Status: launched
Evaluation of Long-Term Climate Resilient <b>Solution for Winooski River Sewer Siphon.</b> Recommendation includes building a pump station and force main so that the sewer siphon system (which still includes a pipe on the bottom of the Winooski River) can be abandoned.	DPW	Status: launched
Creation of <b>climate resiliency dashboard</b> to track and map climate interventions and ensure that the city's development and infrastructure investments align with long-term resilience goals	City-wide	Status: launched
<b>Integration of Green Infrastructure into City planning</b> and project design; establishes minimum standards for developments of varying scales including embodied carbon, habitat creation, bird-friendly design, pollution mitigation and stormwater management.	Planning	Status: launched

## 2. Emergency Action Planning and Extreme Weather Resilience

BED and BPRW partner in <b>tree trimming near overhead electrical lines</b> , reducing the cost and frequency of outages from storm interference	BED and BPRW	Status: on-going
Development of <b>emergency action plans</b> for inclement weather events (e.g., snowstorms, heatwaves, floods) and natural disasters (e.g., hurricanes, tornadoes) including early warning systems, cooling centers, and floodplain management.	Organized by CCRPC with all City Departments contributing	Status: launched
Availability of <b>baseline human services</b> including bathroom access, cooling and	City-wide	Status: on-going

warming stations for use during extreme temperatures and weather events		
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### 3. Flooding Resilience, Protecting Wetlands, Shorelines, Water Systems, and Steep Slopes

<b>Enhancement and protection of wetlands and floodplain forests</b> to improve flood management, water quality, and biodiversity with robust review of development projects to ensure compliance with standards and rules.	BPRW	Status: on-going
<b>Homeowner incentives</b> to capture rainwater, mitigate stormwater, plant native plants  - <a href="#">Burlington Stormwater Program</a> partnership with <a href="#">BLUEbtv program</a> - funds homeowner assessments and provide \$20,000 in potential rebates for homes that implement stormwater reduction measures	DPW	Status: launched
<b>Shoreline and riverbank stabilization</b> with riparian plantings and erosion control to mitigate flooding and protect infrastructure. Includes 12 acres Silver Maple Wetland Forest rehabilitation. Over 2000 restoration tree plantings since 2015	BPRW	Status: on-going
<b>Steep Slopes Overlay District Created</b> - <a href="#">view map</a>	DPI	Status: complete
<b>Promotion of adaptive agricultural practice</b> to enhance local food security, such as crop rotation and using no-till garden practices in community gardens (e.g. reduced gardens with tilled plots available from 5 sites to 2 sites between 2016 – 2020	DBPRW	Status: on-going
<b>Cyanobacteria Monitoring</b> in public swimming areas of Lake Champlain	DPRW	Status: on-going

### 4. Ecosystem Health

Increasing ecosystem health by monitoring and ameliorating <b>invasive species</b> .	BPRW	Status: on-going
<b>Nutrient cycling and habitat for fauna</b> program leaves as much dead wood as possible. Examples: Girdling large invasive trees, such as Norway Maple, to create standing dead wood at Kieslich	BPRW	Status: on-going
<b>Ecosystem restoration by planting native trees</b> and shrubs in areas with significant disturbance and/or highly degraded ecosystem function.  Example: Planting 88 trees in the disturbance zones at Kieslich. Removing phragmites and other invasives along the shoreline at Oakledge and planting native trees and shrubs.	BPRW	Status: on-going
<b>Maintain intact wildlife corridors</b> that support vibrant wildlife populations (fox, otter, owls, and many other species)	BPRW	Status: on-going
Working with planners in the <b>Neighborhood Code</b> process to adjust setback in high-density housing areas in the primary wildlife corridor along North Avenue in the New North End.	BPRW	Status: complete
<b>Managing forest diversity</b> to provide a multitude of ecosystem services (enhanced CO2 uptake, erosion reduction during flood events, summer cooling by providing shade, etc.) and <b>native tree planting</b> via Street Tree Program and growth of City tree canopy. Trees and Greenways Team manages trees within city right of ways as well as all the trees within the open areas of city parks and three city owned cemeteries, or ~ 13,000 trees.	BPRW	Status: on-going
<b>Development of desirable paths and trails</b> that limit dispersed use and ensure that wildlife have adequate habitat with limited disturbance due to recreation	BPRW	Status: on-going

Example: Limiting trail development at Mt. Calvary Red Maple Swamp and promoting habitat and ecological function in this unique ecosystem		
<b>2016 Neonicotinoids Ban</b>		Status: complete

5. Community Engagement and Resilience Building

Annual <a href="#">BED's Net Zero Festival</a> features the COB's electric vehicle fleet, technology vendors, e-bike demonstrations, and children's activities	BED	Status: on-going
Annual April City-sponsored <a href="#">"City Nature Celebration"</a> brings awareness to global biodiversity and local actions	BPRW	Status: on-going
Annual Net Zero Energy <b>calendar contest</b> for all 4 <sup>th</sup> graders across 6 public elementary schools.	BED and BSD	Status: on-going
City Participation in the <b>Burlington City and Lake Semester</b> including service opportunities for participating students and teachers. <a href="#">More info about the program can be found here.</a>	All Departments	Status: on-going
<p><b>Nature-Based Learning program</b> in conjunction with BPRW, Burlington Wildways, the Winooski Valley Parks District, and the Burlington School District. Results include:</p> <ul style="list-style-type: none"> <li>- Approximately 17,600 sq ft of newly established native pocket forests on school campuses</li> <li>- Planted approximately 1500 new plants of 36 native species onto the City's landscape. In the 2023-2024 school year, facilitated 48 hours of programming across three schools, which accounts for over 1000 student learning hours.</li> </ul>	BPRW & BSD	Status: on-going

Burlington’s <b>Conservation Newsletter</b> curated by staff of the City’s Conservation Team and Burlington Wildways since 2016. Sign up for <a href="#">Burlington Conservation News here.</a>	BPRW	Status: on-going
<b>Language Access Plan</b> to support best practices for developing equitable access to information and outreach.	All City Departments	Status: launched
<b>Service work</b> including partnerships with BHS and UVM to connect course work with nature work and collaboration with VYCC for work in natural areas	BPRW	Status: on-going

6. Adapting Management Practices

<b>“Habitat first” approach</b> including planting and mow/trim based on soil type, and consideration for insect populations	BPRW	Status: on-going
<b>Low-mow and No-mow practices</b> used by park managers	BPRW	Status: on-going
Species selection for City Plantings with priority given to <b>native trees, species diversification, and use of bare root species</b> (lower carbon footprint to receive regional trees, less diesel needed to transport bare root vs. ball and burlap trees)	BPRW	Status: on-going
<b>Prioritized use of</b> perennial species, and native plants wherever possible (nearly full elimination of annual plant species over past 7 years).	BPRW	Status: on-going

## Key Takeaways

Mitigation - efforts are focused on energy efficiency, electrification, sustainable transportation and a reduction in vehicle miles traveled (VMT), renewable resources, sustainable urban design, and resource conservation.

Adaptation - strategies emphasize building climate resilience in infrastructure and ecosystems. The city is preparing for climate change impacts such as increased intensity of rain events (increased amount of rain over a short time period), increased flooding, extreme weather, and shifting ecosystems by investing in green infrastructure, flood resilience, and biodiversity preservation.

These efforts collectively aim to create a more sustainable and resilient Burlington that can thrive despite the challenges posed by a changing climate.

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

5/11/2026

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 <b>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.</b>
5 7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to to the Parks, Arts and Culture Committee	not-specified
6 8/25/2025	Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Acknowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students	it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being	end of this calendar year
7 9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
8 9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified
9 10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified
10 10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee) Resolution: March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to Pledge Credit of the City (Referral to Charter Change Committee)	referred to the Charter Change Committee	12/1/2025
11 10/21/2025	Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02	referred to the Charter Change Committee	12/1/2025
12 1/26/2026	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
14 4/13/2026	Ordinance: Bicycles and Motor Vehicle Traffic	referred to the Ordinance Committee	not-specified
15 4/13/2026	Ordinance: Gross Receipts	referred to the Ordinance Committee	report back to the City Council prior to the June 1, 2026 meeting
16 4/13/2026	PaintCare Memo from the CDNR Committee Chair Evan Litwin	referred back to the CDNR Committee to draft a resolution establishing a Graffiti Abatement Committee and recommending sustainable funding sources for the Committee's work	not-specified
17 4/27/2026	Ordinance: BCO Chapter 26 Industrial Pollution Prevention Program Update	referred to the Ordinance Committee	not-specified



**BURLINGTON CITY COUNCIL  
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR  
MINUTES OF MEETING  
April 27, 2026**

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## **1. Agenda**

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### **1. Agenda**

Acting City Council President Barlow convened the meeting at 6:08 pm.

Members present: Councilors Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Neubeiser (in person until 8:39 pm and then on zoom at 9:05 pm) Sanchez-Parkinson, Schachter, Singh and Traverse (left at 6:15 pm, on zoom, back in person at 7:53 pm)

Others present: Mayor Mulvaney-Stanak, City Attorney Brown, Interim COS Alnasrawi and Lori Olberg

**Subject**                               **1.1. Motion to amend/adopt agenda**

Meeting                                 April 27, 2026 - Regular City Council Meeting - Monday, April 27, 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

**1.1. Motion to amend/adopt agenda**

Motion made by Councilor Singh, seconded by Councilor McKnight, to adopt the agenda as presented. Motion passed unanimously.

## **2. Work Session Regarding Net Zero Energy Update - BED (25 mins.)**

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### **2. Work Session Regarding Net Zero Energy Update - BED (25 mins.)**

BED General Manager Springer spoke to this agenda item.

**Subject**                               **2.1. Net Zero Energy Update - BED**

Meeting                                 April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category                               2. Work Session Regarding Net Zero Energy Update - BED (25 mins.)

Department                         Burlington Electric Department

Type                                     Discussion  
  Information  
  Presentation

2.1. Net Zero Energy Update - BED

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

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

Acting City Council President Barlow opened Public Forum at 6:31 pm.

Acting City Council President Barlow closed Public Forum at 7:14 pm.

Councilor Grant recused herself from Public Forum so that she could be a Public Forum speaker.

<b>Subject</b>	<b>3.1. Verbal Comments</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3.1. Verbal Comments

**BTV residents (in person):**

William "Gil" Livingston: committee assignments

Giles Cheney: resolution: CIR, VFNHP, SSU

Teagan Cook: resolution for union support

Rhys Niedecker: Bargaining Resolution UVMHN

Nick Persampieri: Net Zero Energy Update

Gina Bannerman & Beth: small business assistance

Andrea Viets: senior/older adult services

Dave Maher: City Affairs - Homeless

Melo Grant: General City Affairs

Romeo von Hermann: Council

Michael Nedell: drug usage in public

Lisa K. Lax: Net Zero

Misky Noor: how this affects low income Burlington residents

**BTV residents (online):**

Pike Porter: The NZE is not on track-we can reduce our emissions more quickly

Sharon Bushor: Salvage Yard

**Non-BTV residents (in person):**

Leendert Huisman: Net Zero Energy Update

Leslie Swackhamer: McNeil Power Plant

Nicole Dritta: reading a statement for Mike Popvitch

**Non-BTV resident (online):**

Brian Clifford: comment on Melo Grant's removal as Public Safety Committee Chair

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

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

**Subject**

**4.1. Verbal reports**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Mayor - General City Affairs (up to 10 mins.)

Department Council and Board

Type Information

4.1. Verbal reports

#### 5. Consent Agenda

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##### 5. Consent Agenda

**Subject**

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

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Council and Board

Type Action (Consent)  
Procedural

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

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

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

**Subject**

**5.2. Accountability List - CT**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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

5.2. Accountability List - CT

**Subject**

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

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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

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

**Subject 5.4. Advanced Life Support Intercepts - Fire**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Fire Department

Type Action (Consent)

Recommended Action to approve and authorize the Burlington Fire Department to bill transporting EMS agencies for Advanced Life Support (ALS) intercept services provided at the approved EMS District 3 contract rate for such services, and to authorize the Chief Engineer to execute reimbursement agreements with agencies requesting such services, subject to review and approval as to form by the City Attorney's office

5.4. Advanced Life Support Intercepts - Fire

**Subject 5.5. CY25 Paving Contract Budget Amendment Request - DPW**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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 CY25 paving contract budget, for the construction costs to the CY25 Paving Contract.  
2. To authorize the Director of Public Works, or their designee, to execute a construction contract amendment with S.D. Ireland Brothers Corporation for the CY25 Paving contract total up to the amount to be determined, with an additional \$50,000 in contingency funds, equaling a total authorized expenditure of \$2,039,754.60, subject to the final review and approval by the Office of the City Attorney.

5.5. CY25 Paving Contract Budget Amendment Request - DPW

**Subject** **5.6. Application for Certificate of Approved Location of a Salvage Yard - Queen City Iron & Metal Co. Inc.**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action approve the application for certificate of approved location of a salvage yard for Queen City Iron & Metal Co. Inc.

5.6. Application for Certificate of Approved Location of a Salvage Yard - Queen City Iron & Metal Co. Inc.

**Subject** **5.7. Communication: Joanna Rankin, re: Public Forum April 13, 2026 City Council Meeting Comments**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)  
Communication

Recommended Action waive the reading and place the communication on file

5.7. Communication: Joanna Rankin, re: Public Forum April 13, 2026 City Council Meeting Comments

**Subject** **5.8. Authorization of CY26 Sidewalk Reconstruction and Pedestrian Crossing Improvement Project Budget and Construction Contract - DPW**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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, as described in the attached project budget, to a total of \$1,657,399.70 for the projected construction costs to complete the CY26 Sidewalk Reconstruction and Pedestrian Crossing Improvement Project.
2. To authorize the Public Works Director to execute a construction contract for the

CY26 Sidewalk Reconstruction and Pedestrian Crossing Improvement Project with SD Ireland Brothers Corporation with a maximum limiting amount of \$1,506,727.00, subject to review and approval of the City Attorney and within existing project appropriations, 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 implement the transactions contemplated hereby.

5.8. Authorization of CY26 Sidewalk Reconstruction and Pedestrian Crossing Improvement Project Budget and Construction Contract - DPW

<b>Subject</b>	<b>5.9. Youth Services Department Reorganization and Reclassification of Early Literacy Outreach Coordinator - Library</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Fletcher Free Library
Type	Action (Consent)
Recommended Action	To approve: 1. The reclassification of the Youth Services Clerk, a regular, full-time (40 hours/week), nonexempt, AFSCME, Grade 14, position to Youth Services Clerk, a part-time (20 hours/week), nonexempt, AFSCME, Grade 14 position at the Fletcher Free Library. 2. The reclassification of the Early Literacy Outreach Coordinator, a regular, part-time, nonexempt, AFSCME, Grade 10, position to Early Literacy Outreach Coordinator, a Regular, Parttime, Non-exempt, AFSCME, Grade 13 position in the Fletcher Free Libra

5.9. Youth Services Department Reorganization and Reclassification of Early Literacy Outreach Coordinator - Library

<b>Subject</b>	<b>5.10. Contract for Financial Enterprise Resource Planning (ERP) System: Oracle Netsuite for Government - IT</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Innovation & Technology
Type	Action (Consent)
Recommended Action	to approve and authorize the Chief Administrative Officer and the General Manager of Burlington Electric Department to execute contracts with Oracle Netsuite for Government for SaaS licensing and support and implementation services with a total contract value not to exceed \$1,280,336.52, subject to review and approval by the City Attorney's Office, and to take such further actions and to execute such further instruments, approved as to form by counsel, as may be necessary or convenient to effectuate the transactions contemplated hereby

5.10. Contract for Financial Enterprise Resource Planning (ERP) System: Oracle Netsuite for Government - IT

**Subject** **5.11. Public Safety Radio Tower Agreement with the Town of Colchester - Police**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Police Department

Type Action (Consent)

Recommended Action to approve and authorize the Burlington Police Chief to execute a four-year sublease agreement with the Town of Colchester for space on the Diversity Hill Tower for public safety radio equipment, with payment of a total rent sum for the four-year term of \$530; and to further approve and authorize a lump-sum payment to the Town in the amount of \$6,280 as rent for pre-sublease agreement occupancy of Tower space

5.11. Public Safety Radio Tower Agreement with the Town of Colchester - Police

**Subject** **5.12. Church Street Marketplace - Authorization to Award Lease**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Church St. Marketplace

Type Action (Consent)

Recommended Action to authorize the Mayor to execute a three-year lease agreement with Sabah's House, LLC for food and beverage operations in the Church Street Marketplace kiosk, subject to final review and approval by the City Attorney's Office

5.12. Church Street Marketplace - Authorization to Award Lease

**Subject** **5.13. Request to Accept a Gift from Burlington Harbor Hotel Group - BCA**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department City Arts

Type Action (Consent)

Recommended Action to accept the donation of the artwork Into the Woods by Andrea Wasserman and Elizabeth Billings to the City of Burlington from Burlington Harbor Hotel Group

5.13. Request to Accept a Gift from Burlington Harbor Hotel Group - BCA

**Subject** **5.14. Update on 2026 Legislative Session**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor  
Category 5. Consent Agenda  
Department Mayor's Office  
Type Action (Consent)  
Report  
Information  
Recommended Action waive the reading, accept the report and place it on file  
5.14. Update on 2026 Legislative Session

**Subject** **5.15. Standing Committee Appointments - Ben Traverse, City Council President**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor  
Category 5. Consent Agenda  
Department Council and Board  
Type Action (Consent)  
Communication  
Recommended Action waive the reading, accept the communication and place it on file  
5.15. Standing Committee Appointments - Ben Traverse, City Council President

**Subject** **5.16. Conservation Legacy Fund Request for Use of Funds - DPI**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor  
Category 5. Consent Agenda  
Department Permitting & Inspections  
Type Action (Consent)  
Recommended Action to approve the use of \$3,500 from the Conservation Legacy Fund to cover the expenses of an appraisal for 451 Ethan Allen Parkway  
5.16. Conservation Legacy Fund Request for Use of Funds - DPI

**Subject** **5.17. Authorization to Execute Cost Share Agreement for UVM Main St Gravel Wetland Construction - DPW - Water Resources**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Public Works Department - Water Resources

Type Action (Consent)

Recommended Action to authorize the Director of Public Works to execute a Cost Share Agreement for the UVM Main St Gravel Wetland Construction project using MS4 Community Formula Grant funds, subject to final review and approval by the City Attorney's Office

5.17. Authorization to Execute Cost Share Agreement for UVM Main St Gravel Wetland Construction - DPW - Water Resources

**Subject 5.18. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant 4, minor amendments to previously approved Agreement Amounts with Jacobs Engineering Group and Engelberth Construction, Inc. for the completion of construction of the North Concourse Replacement Project "Project NEXT" and request authorization of a budget neutral amendment for this new grant - Airport**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Patrick Leahy Burlington International Airport

Type Action (Consent)

Recommended Action

1. "To authorize the Director of Aviation execute a minor contract amendment with Engelberth Construction Inc., to increase the project cost from \$61,537,265.80 up to \$64,000,000.00 for the construction of Project NeXT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
2. "To authorize the Director of Aviation to execute a minor contract amendment with Jacobs Engineering Group, Inc. to increase the project cost from \$5,204,081.20 to \$5,454,914 for engineering services of Project NeXT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
3. "To authorize the Director of Aviation to execute an additional grant from the Federal Aviation Administration to accept an amount up to \$4,032,126.00 for the completion of the North Concourse Replacement Project "Project NEXT" Grant Application 4, subject to review by the City Attorney's Office."
4. "To authorize a budget neutral amendment to the Fiscal Year 2026 BTV Airport Improvement Project Fund related to this grant to increase revenues and capital expenditures by \$4,480,140.

5.18. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant 4, minor amendments to previously approved Agreement Amounts with Jacobs Engineering Group and Engelberth Construction, Inc. for the completion of construction of the North Concourse Replacement Project "Project NEXT" and request authorization of a budget neutral amendment for this new grant - Airport

**Subject 5.19. April 8, 2026 Special City Council Meeting Minutes - CT**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda  
Department Department of Finance and Administration

Type Action (Consent)  
Information  
Minutes

Recommended Action approve the minutes  
5.19. April 8, 2026 Special City Council Meeting Minutes - CT

**Subject 5.20. April 13, 2026 Regular City Council Meeting Minutes - CT**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda  
Department Department of Finance and Administration

Type Action (Consent)  
Information  
Minutes

Recommended Action approve the minutes  
5.20. April 13, 2026 Regular City Council Meeting Minutes - CT

**Subject 5.21. April 13, 2026 Local Control Commission Meeting Minutes - CT**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda  
Department Department of Finance and Administration

Type Action (Consent)  
Information  
Minutes

Recommended Action approve the minutes  
5.21. April 13, 2026 Local Control Commission Meeting Minutes - CT

**Subject 5.22. April 13, 2026 City Council With Mayor Presiding Meeting Minutes - CT**  
Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)  
Information  
Minutes

Recommended Action approve the minutes

5.22. April 13, 2026 City Council With Mayor Presiding Meeting Minutes - CT

**Subject 5.23. Indoor and Outdoor Entertainment Permit Renewals (2026-2027):  
see attached list**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. 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

5.23. Indoor and Outdoor Entertainment Permit Renewals (2026-2027): see attached list

**Subject 5.24. FIO Documents**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)  
Communication  
Information

Recommended Action for information only

5.24. FIO Documents

**Subject 5.25. Ordinance: BCO Chapter 26 Industrial Pollution Prevention Program  
Update (Department of Public Works)**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Public Works Department - Water Resources

Type Action (Consent)  
Ordinance - First Reading

Recommended Action to waive and approve the first reading of the proposed Sewer Use Ordinance and to refer the ordinance to the Ordinance Committee

5.25. Ordinance: BCO Chapter 26 Industrial Pollution Prevention Program Update (Department of Public Works)

## 6. Deliberative Agenda

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### 6. Deliberative Agenda

**Subject 6.1. Indoor Entertainment Permit Application (2026-2027): Lucky You, 190 College Street**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 Indoor Entertainment Permit Application for Lucky You, 190 College, with all standard conditions

6.1. Indoor Entertainment Permit Application (2026-2027): Lucky You, 190 College Street  
Motion made by Councilor Broderick, seconded by Councilor Singh, to approve the motion as presented. Motion passed unanimously.

**Subject 6.2. Tobacco License and Tobacco Substitute Endorsement Applications (2026-2027): Kampus Kitchen, 273 Colchester Avenue**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 Tobacco License and Tobacco Substitute Endorsement Applications for Kampus Kitchen, 273 Colchester Avenue

6.2. Tobacco License and Tobacco Substitute Endorsement Applications (2026-2027): Kampus Kitchen, 273 Colchester Avenue  
Motion made by Councilor Broderick, seconded by Councilor Singh, to approve the motion as presented. Motion passed unanimously.

**Subject 6.3. Resolution: Negotiations Between The Committee Of Interns And Residents, Vermont Federation Of Nurses And Health Professionals,**

**Support Staff United, And The University Of Vermont Medical Center  
(Councilors Neubieser and Grant)(15 mins.)**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Council and Board

Type Action  
Resolution

Recommended Action waive the reading and adopt the resolution

6.3. Resolution: Negotiations Between The Committee Of Interns And Residents, Vermont Federation Of Nurses And Health Professionals, Support Staff United, And The University Of Vermont Medical Center (Councilors Neubieser and Grant)(15 mins.)

Councilor Traverse recused himself from this agenda item/vote.

Motion made by Councilor Neubieser, seconded by Councilor Broderick, to waive the reading and adopt the resolution. Councilor Schachter made a motion to amend the resolution which were friendly:

- Line 3: "the" instead of "he"
  - Strike Lines 7-8
  - Strike end of Line 36 & all of 37, "reach a fair contract with promptly..."
- Roll call vote was taken:
- Ayes: Councilors Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Neubieser, Sanchez-Parkinson and Schachter
- Nays: Acting City Council President Barlow and Councilor Singh
- Recusal: Councilor Traverse
- Motion passed: 9:2:1.

**Subject 6.4. Resolution: Resolution To Declare May 4th International Firefighter Appreciation Day In The City Of Burlington (Councilors Litwin, Schachter, Traverse, Carpenter, Singh, Barlow, McKnight)(15 mins.)**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM,  
Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Council and Board

Type Action  
Resolution

Recommended Action waive the reading and adopt the resolution

6.4. Resolution: Resolution To Declare May 4th International Firefighter Appreciation Day In The City Of Burlington (Councilors Litwin, Schachter, Traverse, Carpenter, Singh, Barlow, McKnight)(15 mins.)

Motion made by Councilor Litwin, seconded by Councilor Schachter, to waive the reading and adopt the resolution. Motion passed unanimously.

**Subject 6.5. Fourth Amendment to City Place ARDA 2.0 - Inclusionary Housing Delivery Timeline - CEDO (25 mins.)**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Information

6.5. Fourth Amendment to City Place ARDA 2.0 - Inclusionary Housing Delivery Timeline - CEDO (25 mins.)  
NO vote taken at this meeting.  
Kara Alnasrawi, Gummi Johnson, Patrick O'Brien and Dave Farrington spoke to this agenda item.

**Subject 6.6. Ordinance: Minimum Housing Registration Fees - BCO Chapter 18, Article II, Section 18-20 (Department of Permitting and Inspections, Board of Finance)(15 mins.)**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Permitting & Inspections

Type Action  
Ordinance - Second Reading

Recommended Action Second reading. Waive the reading and adopt the ordinance.

6.6. Ordinance: Minimum Housing Registration Fees - BCO Chapter 18, Article II, Section 18-20 (Department of Permitting and Inspections, Board of Finance)(15 mins.)  
DPI Director Ward spoke to this agenda item.  
Motion made by Councilor Bergman, seconded by Councilor Carpenter, to waive the second reading and adopt the ordinance. Motion passed unanimously.

## **7. Committee Reports**

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### **7. Committee Reports**

**Subject 7.1. Verbal reports**

Meeting April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Committee Reports

Department Council and Board

Type Information

7.1. Verbal reports

## **8. City Council - General City Affairs (to include Climate Emergency Reports & Public Health & Safety Updates: up to 5 mins. per Councilor)**

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

<b>Subject</b>	<b>8.1. Verbal reports</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council - General City Affairs (to include Climate Emergency Reports & Public Health & Safety Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

8.1. Verbal reports

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

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

<b>Subject</b>	<b>9.1. Verbal reports</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

9.1. Verbal reports

**10. Adjournment**

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**10. Adjournment**

<b>Subject</b>	<b>10.1. Motion to adjourn</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Adjournment
Department	Council and Board
Type	Action Procedural

Recommended Action Motion to adjourn

10.1. Motion to adjourn

Acting City Council President Barlow adjourned the meeting at 10:03 pm.

**11. Informational and Non-Discrimination Statements**

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## 11. Informational and Non-Discrimination Statements

Subject	<b>11.1. 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.</b>
Meeting	April 27, 2026 - Regular City Council Meeting - Monday, April 27, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

11.1. 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**  
**April 27, 2026**

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## **1. Agenda**

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### **1. Agenda**

Acting City Council President Barlow convened the meeting at 7:14 pm.

Members present: Mayor Mulvaney-Stanak, Commissioners Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Neubieser, Sanchez-Parkinson, Schachter and Singh

Member absent: Councilor Traverse

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

**Subject**

**1.1. Motion to adopt agenda**

Meeting

April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category

1. Agenda

Department

Council and Board

Type

Action  
Procedural

Recommended Action    Motion to adopt agenda

**1.1. Motion to adopt agenda**

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

## **2. Consent Agenda**

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### **2. Consent Agenda**

**Subject**

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

Meeting

April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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 Singh, to adopt the consent agenda and take the actions indicated. Motion passed unanimously with Commissioner Schachter recusing herself re: Flynn renewals.

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

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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**

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#### **3. Deliberative Agenda**

**Subject** **3.1. Second Class Liquor License Application (2026-2027): Kampus Kitchen, 273 Colchester Avenue**

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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 Second Class Liquor License Application for Kampus Kitchen, 273 Colchester Avenue, with all standard conditions

3.1. Second Class Liquor License Application (2026-2027): Kampus Kitchen, 273 Colchester Avenue  
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

**Subject** **3.2. First and Third Class Liquor License Applications (2026-2027): Kona Beachside, 60 Institute Road**

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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 Kona Beachside, 60 Institute Road with the following conditions: contingent upon Fire Marshal approval and with all standard conditions

3.2. First and Third Class Liquor License Applications (2026-2027): Kona Beachside, 60 Institute Road  
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

**Subject 3.3. Outside Consumption Permit Application (2026-2027): Kona Beachside, 60 Institute Road**

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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 Kona Beachside, 60 Institute Road

3.3. Outside Consumption Permit Application (2026-2027): Kona Beachside, 60 Institute Road  
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

**Subject 3.4. First and Third Class Liquor License Applications (2026-2027): Pizza Serafina, 11 Flynn Avenue**

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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 Pizza Serafina, 11 Flynn Avenue with the following conditions: contingent upon Fire Marshal approval and with all standard conditions

3.4. First and Third Class Liquor License Applications (2026-2027): Pizza Serafina, 11 Flynn Avenue  
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

**Subject 3.5. Outside Consumption Permit Application (2026-2027): Pizza Serafina, 11 Flynn Avenue**

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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 Pizza Serafina, 11 Flynn Avenue

3.5. Outside Consumption Permit Application (2026-2027): Pizza Serafina, 11 Flynn Avenue  
Motion made by Commissioner Broderick, seconded by Commissioner Singh, to approve the motion as presented. Motion passed unanimously.

## 4. Adjournment

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### 4. Adjournment

**Subject 4.1. Motion to adjourn**

Meeting April 27, 2026 - Local Control Commission Meeting - Monday, April 27, 2026, 6:45 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

Acting City Council President Barlow adjourned the meeting at 7:18 pm.

**Mickenberg, LLC  
Zatz & Renfrew Consulting**

**Memorandum**

**To: City of Burlington**  
**From: Virginia Renfrew, Gail Zatz, David Mickenberg and Christina McLaughlin,**  
**Lobbyists for the City of Burlington**  
**Date: April 30, 2026**  
**Re: Update on 2026 Legislative Session**

**Updates on the City of Burlington Legislative Priorities and Budget**

***The Budget Adjustment bill (H.790)*** has been enacted into law and includes Section 8 funding/ language and funding/language that will help communities that may be forced to deal with increased ICE activity and the public safety costs associated with that activity.

<https://legislature.vermont.gov/Documents/2026/Docs/ACTS/ACT074/ACT074%20As%20Enacted.pdf>

***The FY 2027 Budget bill (H.951)*** has passed the Senate. The Conference Committee will soon begin their work to reconcile the differences between the House and Senate versions of the budget. The budget currently includes \$160,000 for the Community Outreach program, \$469,000 (\$234,000 in the Senate version) for the CVOEO day shelter, and \$1 million for rental arrears program.

***Housing***

The Legislature continues to work on four housing bills - H.772, H.775, H.938 and S.328). H.772, which makes changes to eviction rental increase processes and H.938 addresses homelessness, community supports, and time limits may both undergo some significant amendments in the Senate. We are trying to introduce an amendment to H.772 to maintain Burlington's tenant protections.

***Mental Health and Substance Use***

H.660, the Opioid Settlement Fund appropriations, passed the House and will be on the Senate floor next week. The Senate Health and Welfare Committee approved \$1.1 million for the Burlington OPC, but it is contingent on identifying a property for purchase or lease, among other requirements.

The Senate Health and Welfare Committee passed out two House-passed AI bills, which includes the impact of AI on mental health – H.814 and H.816.

***Judicial and Pre-Monitoring Systems***

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10 Nash Place, Burlington, VT 05401  
david@mickenbergvt.com, christina@mickenbergvt.com, zatz@sover.net, renfrew@sover.net

## **Mickenberg, LLC Zatz & Renfrew Consulting**

The Senate Judiciary Committee continues to work on the Miscellaneous Judiciary Procedures bill (H.937).

### ***Water Infrastructure***

We added an amendment to S.212 related to municipal oversight of water discharge permits. The bill is now on the House floor.

### ***Gun Reform***

Senate Judiciary was considering an amendment to H.606 (firearms issues) to prohibit a person from possessing a firearm on premises anywhere in the state where alcohol is licensed to be served. Senator Baruth has introduced a new bill, S.329, which includes provisions from H.606 and the prohibition on possessing a firearm where alcohol is served. Senate Judiciary is considering that bill.

### ***Charter Changes***

H.508 (ward boundaries) is on its way to the Governor.

H.956 (REIB) passed the House and is now in the Senate Rules Committee, because it did not make the crossover deadline. We will continue to advocate for it to be released.

The charter change bills that we are monitoring are:

H.59 Board of Police Commissioners/Police Department

H.462 Just cause eviction

H.508 Landlord notice/ward boundaries

H.956 REIB

S.131 Banning firearms in bars

### ***Other Areas of Interest***

#### **Rural Health Transformation Grant**

Five Rural Health Transformation Grant RFPs are now available online. More will be posted.

#### **License plate readers**

Both House and Senate Transportation Committees do not have the time to take up S.263. Some of the current statutes sunset on 7/1/27. In an effort to not be in a crunch to amend next legislative session, we requested a 1 or 2 year sunset extension. House Judiciary and House Transportation are both considering this proposal. House Judiciary may push for a bill to move forward next year.

#### **Immigration**

The Legislature is passed H.849 (civil action for damages for interference with State or federal constitutional rights by any government official) and is becoming law without the Governor's

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**Mickenberg, LLC**  
**Zatz & Renfrew Consulting**

signature. S.208 (standards for law enforcement identification) and S.209 (prohibiting civil arrest in sensitive locations) are being considered by House Judiciary. and S.227 (creating immigration protocols in Vermont schools) is on its way to the Governor.

Voting Rights

We are following S.298, which creates the Vermont Voting Rights Act.

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## Lori Olberg

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**From:** Jonathan Chapple-Sokol <jchapplesokol@gmail.com>  
**Sent:** Tuesday, May 5, 2026 8:46 AM  
**To:** Lori Olberg; amontroll  
**Subject:** Boards and Commissions

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

Hi Lori,

Can you confirm that you have received my application for Board of Assessors back in March? I see that the calls for applications are going around and I would like once again to be considered for the BoA..

Separately, with this note I'd like to tender my resignation as Alternate on CCRPC - it is just one too many things for me and I am failing in my responsibilities to it.

Thank you,

Jonathan

LISA LAY  
PF  
4/27 CC

In some places, including Japan and French Guiana, there are proposals not just to burn wood for electricity but to burn palm or soybean oil. Producing these fuels requires expansion of palm or soybean production that leads to clearing of carbon dense tropical forests and reduction of their important carbon sink, both of which add carbon to the atmosphere.

"Sustainability standards" for forest or vegetable oil management cannot alter these results. Sustainable management is what allows wood harvest to eventually pay back carbon debts but cannot alter these decades or even centuries of increased warming. Similarly, any increased demand for vegetable oil adds to the global pressure to clear more forests already created by rising food demands.

Making countries responsible for emissions from land use changes, although desirable, cannot alone fix laws that treat burning wood as carbon neutral because these national responsibilities do not alter the incentives created by those laws for power plants and factories to burn wood. In the same way, the fact that countries are responsible for emissions from diesel fuel use would not fix a law encouraging trucks to burn more diesel on the flawed theory that diesel is carbon neutral. Both treaties that shape national climate responsibilities and each country's energy laws that implement them must accurately recognize the climate effects of the activities they encourage.

Your decisions going forward are of great consequences for the world's forests because if the world supplied just an additional 2% of its energy from wood, it would need to double its commercial wood harvests. There is good evidence that increased bioenergy in Europe has already led to greatly increased forest harvests there. These approaches also create a model that encourages tropical countries to cut more of their forests – as several countries have pledged to do – undermining the goals of globally accepted forest agreements.

To avoid these harms, governments must end subsidies and other incentives that today exist for the burning of wood whether from their forests or others. The European Union needs to stop treating the burning of biomass as carbon neutral in its renewable energy standards and in its emissions trading system. Japan needs to stop subsidizing power plants to burn wood. And the United States needs to avoid treating biomass as carbon neutral or low carbon as the new administration crafts climate rules and creates incentives to reduce global warming.

Trees are more valuable alive than dead both for climate and for biodiversity. To meet future net zero emission goals, your governments should work to preserve and restore forests and not to burn them.

Peter Raven, Director Emeritus Missouri Botanical Society, St. Louis, Missouri USA,  
Winner U.S. National Medal of Science,  
former President of American Association for Advancement of Science

↓  
Followed by 27 pages of names of  
international scientists' signing

Letter Regarding Use of Forests for Bioenergy  
(February 11, 2021)

To President Biden, President von der Leyen, President Michel, Prime Minister Suga, and President Moon,

The undersigned scientists and economists commend each of you for the ambitious goals you have announced for the United States, the European Union, Japan and South Korea to achieve carbon neutrality by 2050. Forest preservation and restoration should be key tools for achieving this goal and simultaneously helping to address our global biodiversity crisis. We urge you not to undermine both climate goals and the world's biodiversity by shifting from burning fossil fuels to burning trees to generate energy.

For decades, producers of paper and timber products have generated electricity and heat as by-products from their process wastes. This use does not lead to the additional harvest of wood. In recent years, however, there has been a misguided move to cut down whole trees or to divert large portions of stem wood for bioenergy, releasing carbon that would otherwise stay locked up in forests.

The result of this additional wood harvest is a large initial increase in carbon emissions, creating a "carbon debt," which increases over time as more trees are harvested for continuing bioenergy use. Regrowing trees and displacement of fossil fuels may eventually pay off this carbon debt, but regrowth takes time the world does not have to solve climate change. As numerous studies have shown, this burning of wood will increase warming for decades to centuries. That is true even when the wood replaces coal, oil or natural gas.

The reasons are fundamental. Forests store carbon - approximately half the weight of dry wood is carbon. When wood is harvested and burned, half or more of the live wood in trees harvested is typically lost in harvesting and processing before it can supply energy, adding carbon to the atmosphere without replacing fossil fuels. Burning wood is also carbon-inefficient, so the wood burned for energy emits more carbon up smokestacks than using fossil fuels. Overall, for each kilowatt hour of heat or electricity produced, using wood initially is likely to add two to three times as much carbon to the air as using fossil fuels.

Increases in global warming for the next few decades are dangerous. This warming means more immediate damages through more forest fires, sea level rise and periods of extreme heat in the next decades. It also means more permanent damages due to more rapid melting of glaciers and thawing of permafrost, and more packing of heat and acidity into the world's oceans. These harms will not be undone even if we remove the carbon decades from now.

Government subsidies for burning wood create a double climate problem because this false solution is replacing real carbon reductions. Companies are shifting fossil energy use to wood, which increases warming, as a substitute for shifting to solar and wind, which would truly decrease warming.

PF - 4/27/22

Leslie

### **Position of Third Act Vermont regarding the McNeil Biomass Power Plant.**

Third Act Vermont is opposed to the continued operation of the McNeil Biomass Power Plant, and advocates for a just and planned transition to close operations by 2028, upon the expiration of the Burlington Electric Department's (BED) contract with ISO New England. Our reasons are the following:

- 1. Burning wood to produce electricity (biomass) is a disastrous environmental practice.** McNeil belches into our Vermont atmosphere about 453,000 tons CO<sub>2</sub>/yr (2021 estimate), making it *the largest single source of carbon emissions in Vermont*. Burning wood emits more greenhouse gasses per kilowatt hour of energy than even the dirtiest fossil fuels.
- 2. Burning wood for energy is highly inefficient,** emitting large amounts of carbon for each unit of energy produced., and McNeil burns wet wood at the staggeringly low efficiency of 26%.
- 3. BED's claim that biomass is renewable is misleading.** They claim that when they cut down trees, others regrow in their place, renewing the source of electricity. That argument has been widely debunked. It takes many decades for new trees to mature and suck up the carbon—decades we can't afford. (A recent study shows that three percent of the largest trees absorb almost half the forest's carbon.)
- 4. McNeil consistently loses money.** -*Seven Days* reported last year that "McNeil has operated in the red in all but two of the past nine years, racking up a total of \$29.2 million in losses. Electrical rates have increased 24% since 2021.
- 5. Pollution caused by biomass plants causes significant health problems.** Research shows that people living near these plants have higher rates of asthma, respiratory diseases, and cancers. See <https://www.selc.org/press-release/groundbreaking-report-reveals-harmful-impacts-of-biomass-wood-pellet-plants/>
- 6. Biomass makes no sense economically.** *Seven Days* reported last year that "McNeil has operated in the red in all but two of the past nine years, racking up a total of \$29.2 million in losses." During that time, the cost of producing truly renewable forms of energy-e.g. wind, and solar, and battery storage - has dropped by over ninety percent. In addition, the cost of storage through batteries has plummeted. These are viable alternatives to McNeil, and now is the time to plan and implement them.
- 7. The proposal to build a steam pipeline to provide energy to the UVM Medical Center would prolong McNeil's heavy carbon pollution for at least 20 years.** Third Act Vermont opposed that measure when it was first introduced to the

Burlington City Council for the reasons stated above. Burlington cannot reach true carbon neutrality unless we decommission the McNeil plant on a reasonable timeline. Vermont cannot reach its legislated climate goals unless we do so.

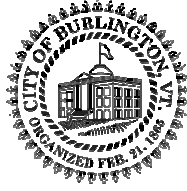
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For more background on biomass and its effect on the environment and public health, see remarks from Third Act Founder Bill McKibben:

<https://www.newyorker.com/news/annals-of-a-warming-planet/to-counter-climate-change-we-need-to-stop-burning-things>

<https://billmckibben.substack.com/p/a-little-xmas-cheer-for-trees>

<https://billmckibben.substack.com/p/douse-the-fires>



**To:** Board of Finance and City Council

**From:** Emma Mulvaney-Stanak, Mayor  
Kelli Perkins, Director, REIB

**Cc:** Kara Alnaswari, Interim Chief of Staff  
Katharine Schad, CAO

**Date:** May 4, 2026

**Re:** Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation

This memorandum outlines the City’s response to the August 2025 letter sent to Board of Finance from Christine Hughes, Director of the Richard Kemp Center, inquiring about City funds believed to have been promised to the Richard Kemp Center as part of the [2020 Racial Justice Resolution](#), as well as a request for understanding how REIB funding has been utilized over the last 5 years. It also proposes a funding recommendation from the City of Burlington to the Richard Kemp Center in FY27 and FY28.

**Background**

***Reinvestment of City Resources***

The 2020 Racial Justice Resolution called for the reallocation of general fund dollars from the reduction, through attrition, of sworn officer numbers toward social services and social, racial, and economic justice initiatives. This included four funding initiatives: a community-based cultural empowerment center (believed to have been the Richard Kemp Center, which was in development and unnamed at the time of the resolution); a capital access program; a minority-owned business municipal procurement program; and operational capacity for REIB staffing. The attrition of BPD officers outpaced budget projections in the subsequent fiscal year, resulting in zero savings to reinvest towards the Resolution.

***Community Cultural Empowerment Center Funding*** - REIB continues to work with community centers and groups to sponsor cultural events and programs. This table shows the specifics of how the City has spent money in this area over time.

<b>Name of Center</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>Total to Date</b>
Congolese Community of Vermont		\$5,000	\$13,000	\$15,000		\$33,000
Somali Bantu Association of Vermont				\$35,000	\$1,000	\$36,000
Greater Burlington Multicultural Center	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Racial Justice Center dba Richard Kemp Center			\$2,500			\$2,500
<b>Total</b>						<b>\$96,500</b>



### **Capital Access Program**

The capital access funding program is the Empowerment Fund, which was placed into REIB's budget and managed by REIB staff. This fund has granted out \$380,000 to organizations, businesses, and individuals that are elevating and empowering black and brown community efforts. This funding has supported Black History Month, MLK Day, free legal aid for marginalized communities, immigrant and refugee children's programs, and culturally sustainable food growing programs.

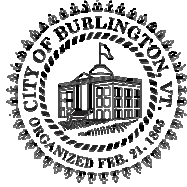
### **Minority-Owned business municipal procurement program and other economic justice initiatives**

REIB hired Phet Keomanyvanh as the Economic Analyst in 2022 to work with the Clerk Treasurer's Office to develop a minority-owned procurement program. Due to leadership and staffing changes in REIB, this work was delayed.

The current administration is advancing this initiative by requiring the City to develop a list of minority-owned contractors to notify when City RFPs are posted. As well, the Business and Workforce Development (BWD), a Division of CEDO, offers the Micro Enterprise Technical Assistance Program to support businesses with marketing, business start-up, business growth, finding space, and trainings. In FY24, BWD provided in-depth assistance to 29 businesses. 52% of these businesses identified as BIPOC-owned businesses, and 80% of beneficiaries identified as low- to moderate-income (under 80% of median income). BWD also launched two revolving loan fund programs in 2023 whose primary objective was to support locally owned businesses and industries that were impacted or disproportionately impacted by COVID-19, with particular focus on BIPOC, women-owned, and other underserved businesses.

Since inception of the revolving loan programs in April of 2023, 32 loans have been disbursed for a total of \$633,000. 63% of loan recipients are BIPOC, and 50% are women-owned businesses. In 2025, 6 loans were dispersed for \$101,000. 67% of loan recipients identify as BIPOC, and 33% identify as woman. The larger loan program was on pause for much of 2025, as CEDO waited for loan repayments to replenish the fund before re-opening the program. Both BWD programs are no-interest and Sharia law compliant. The funding for these programs was originally from ARPA, but the programs are perpetual as this is a fund replenished from loan repayments.

In the summer of 2024, BWD also launched the Food Cart Incubator Program, a pilot program that supported three BIPOC food vendors with a food cart and spot on Church Street. Each summer on Saturdays around City Hall Park, BWD and BCA's BTV Market also hosts a diverse group of over 100 local vendors from artists, makers, and artisans. The BTV Market has focused on recruiting more BIPOC vendors over the years. In 2022 the BTV Market was comprised of 27% of BIPOC vendors and saw an increase in 2023 to 28% and in 2024 to 29%. In May 2023, the City Council approved the installation of a Kiosk in City Hall Park that was part of the original park design. This project was made possible by ARPA Infrastructure Investment funding. Himalayan D'Lite was chosen to run the Kiosk and is a local family and minority-owned business.



**Operational capacity for REIB**

The City of Burlington created the Office of Racial Equity, Inclusion, and Belonging (REIB) in 2019 and hired Tyeastia Green, its first full-time staff member and Director in March 2020. Amidst nationwide protests in defense of Black Lives and the uneven impacts of the COVID-19 pandemic on BIPOC communities, the City allocated \$1M to the Racial Justice Fund of the City's FY21 annual budget, \$338,395 of which went to support the [FY21 REIB budget](#). The REIB department budget for FY22 was \$1.7M, with final expenditures totaling approximately \$2M. In FY23 the department had a \$1.8M budget of which \$1.2M came from ARPA funds. The Weinberger administration proposed a plan for FY24 to spend an additional \$800K of ARPA for REIB as a transition strategy to identify alternative funding sources for the department, including an Equity Tax. In the end, the Weinberger administration decided to forego the Equity Tax and REIB remained ARPA-funded. REIB's FY25 and 26 budgets are smaller than previous years, but in FY25, Mayor Mulvaney-Stanak specifically directed REIB to be funded by the General Fund, a move away from funding REIB with one-time monies.

**REIB Financial Information FY21-25** Over the course of REIB's existence, the City of Burlington has spent a total of \$1,034,395 through the Fund for Racial Justice: \$338,395 in FY21, \$432,000 in FY22, and \$264,000 in FY25. These funds were used to fund the work of the City's REIB Department and spent under the direction of the REIB Director at the time. The uses of all REIB funds are outlined in the tables that follow, with the Fund for Racial Justice information highlighted.

**FY21 Sources:**

Funding Source	Amount
General Fund (REIB Director Salary in HR budget)	\$90,000
Grants & Private Donations	\$348,000
Fund for Racial Justice	\$338,395
<b>Total</b>	<b>\$776,395</b>

**FY21 Uses:**

Category	Budget	Actual
Staff, Personnel, Benefits	\$212, 883	\$212,883
Operating and Office supplies	\$74,496	\$100,942
Professional and Consultant Services	\$60,132	\$60,132
Community Support (Empowerment Grant)	\$170,500	\$170,500
Community Celebrations	\$231,938	\$231,938
<b>TOTAL</b>	<b>\$749,949</b>	<b>\$776,395</b>



**FY22 Sources:**

<b>Funding Source</b>	<b>Amount</b>
Grants and Private Donations	\$105,098
Use of Fund Balance – General Fund	\$547,000
Fund for Racial Justice (Use of Fund Balance-REIB)	\$432,000
General Fund	\$951,610
<b>Total</b>	<b>\$2,035,708</b>

**FY22 Uses:**

<b>Category</b>	<b>Budget</b>	<b>Actual</b>
Staff, Personnel, Benefits	\$1,028,138	\$1,040,446
Operating and Office supplies	\$82,643	\$261,171
Professional and Consultant Services	\$170,125	\$166,126
Community Celebrations	\$414,677	\$414,677
Empowerment Fund	\$153,288	\$153,288
<b>Total FY22 Budget</b>	<b>\$1,848,871</b>	<b>\$2,035,708</b>

**FY23 Sources:**

<b>Funding Source</b>	<b>Amount</b>
ARPA	\$852,043
General Fund	\$556,462
Grants & Private Donations	\$69,823
<b>Total</b>	<b>\$1,478,328</b>

**FY23 Uses:**

<b>Category</b>	<b>Budget</b>	<b>Actual</b>
Staff, Personnel, Benefits	\$1,149,034	\$877,572
Operating and Office Supplies	\$10,000	\$45,509
Professional and Consultant Services	\$184,758	\$182,383
Travel and Training	\$20,000	\$0
Community Celebrations	\$180,000	\$291,639
Empowerment Fund	\$190,000	\$81,225
Racism as a Public Health Emergency	\$50,000	\$0
<b>Total FY23 Budget</b>	<b>\$1,822,813</b>	<b>\$1,478,328</b>



**FY24 Sources:**

Funding Source	Amount
ARPA	\$614,798
General Fund	\$448,239
Grants and Private Donations	\$23,370
<b>Total</b>	<b>\$1,086,407</b>

**FY24 Uses:**

Category	Budget	Actual
Staff, Personnel, Benefits	\$997,818	\$629,481
Operating and office supplies	\$61,500	\$15,750
Professional and Consultant Services	\$180,000	\$62,508
Travel and Training	\$30,000	\$1,840
Community Celebrations	\$190,000	\$211,171
Empowerment Fund	\$190,000	\$144,733
Racism as a Public Health Emergency	\$50,000	\$20,924
<b>Total FY24 Budget</b>	<b>\$1,699,318</b>	<b>\$1,086,407</b>

**FY25 Sources:**

Funding Source	Amount
Fund for Racial Justice (Use of Fund Balance – General Fund)	\$264,000
General Fund	\$451,568
Grants & Private Donations	\$42,250
<b>Total</b>	<b>\$715,568</b>

**FY25 Uses:**

Category	Budget	Actual
Staff, Personnel, Benefits (four full-time staff)	\$487,118	\$406,201
Operating and Office supplies	\$28,450	\$7,571
Professional and Consultant Services	\$20,000	\$5,652
Racism as a Public Health Emergency	\$20,000	\$0
Community Celebrations	\$70,000	\$64,358



Empowerment Fund	\$90,000	\$118,574
<b>Total FY25 Budget</b>	<b>\$715,568</b>	<b>\$602,356</b>

**Moving Forward—Recommendation for Funding to the Richard Kemp Center**

In an August 2025 communication to the Board of Finance, Christine Hughes provided documentation that in FY21, \$200,000 of the REIB budget was earmarked for the following: Racial Justice Alliance consulting (\$50,000), a racial justice strategic planner (\$50,000), reparations consultants (\$50,000), and a feasibility study for a cultural empowerment center (\$50,000). Of these funds, only the monies for the racial justice strategic planner were spent.

As noted in the information above regarding “cultural empowerment center” funding, the Richard Kemp Center has only received \$2500 to date for this purpose through REIB. The Richard Kemp Center is the only cultural empowerment center in Burlington that centers the lived experiences of Black American descendants of chattel slavery. The 2020 Racial Justice Resolution was created in the wake of George Floyd and the COVID-19 pandemic to actualize Burlington’s commitment to improving the quality of life for Black Americans specifically, which we know would improve the overall health and well-being of our entire community.

Because the Richard Kemp Center was actualized without having received any significant funding from the City of Burlington and is directly serving the segment of our local population who were centered in the 2020 Resolution, the City should allocate funding to the Richard Kemp Center—the \$50,000 that was earmarked and never spent for a feasibility study for the creation of a cultural empowerment center. Given the City’s current financial reality, this funding will be included in and split between the FY27 and FY28 Office of Racial Equity, Inclusion, and Belonging Community Celebrations budget at \$25,000 each fiscal year.

**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 authorize Kelli Perkins, Director of the REIB Office to designate funds in an amount not to exceed \$50,000.00 of the REIB budget for dispersal to the Richard Kemp Center, \$25,000.00 of which will be dispersed in fiscal year 2027 and another \$25,000.00 in fiscal year 2028 subject to final review and approval of the Chief Administrative Officer as well as the Office of the City Attorney.

2. City Council Motion:



Move to approve and authorize Kelli Perkins, Director of the REIB Office to designate funds in an amount not to exceed \$50,000.00 of the REIB budget for dispersal to the Richard Kemp Center, \$25,000.00 of which will be dispersed in fiscal year 2027 and another \$25,000.00 in fiscal year 2028 subject to final review and approval of the Chief Administrative Officer as well as the Office of the City Attorney.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: Richard Kemp Center Response and Recommendation

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	Click or tap to enter a date.
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/> Both BOF and Council	5/11/2026

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/4/2026	Kelli Perkins
Mayor's Office	Yes	5/5/2026	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	5/7/2026	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	5/5/2026	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.

**2026-2027 Indoor/Outdoor Entertainment License Renewals**  
**Regular City Council Meeting, Monday, May 11, 2026**

**Indoor:**

BurlyAxe  
Ruben James  
What Ales You

**Outdoor:**

The Farmhouse Tap and Grill

Councilors,

BED is doing good, important work with its NZE goals. BED goals surpass the Public Utilities Commission Tier III requirements for fossil fuel reductions. However, the NZE fails to address electric sector greenhouse gas reductions. Please consider the following information to place the Net Zero Energy update in a greater context.

**Slide 2:**

“100% of power from renewable generation as of 2014”

This statement is only accurate when recognize the full statement, “100% of the power from renewable generation as of 2014, on an average annualized basis after accounting for renewable energy credit (REC) transactions.” This winter, for example, BED ran the gas turbine on the waterfront and purchased energy produced by gas on the day-ahead market. BED will cover this fossil fuel derived energy with REC purchases. Attorneys General in dozens of states both left and right leaning have stated that false and incomplete statements based on REC transactions mislead the public.

**Slide 3:**

“The City Council adopted the Net Zero Roadmap in September 2019”

In September, 2019, the city council adopted *two* climate crisis resolutions. One acknowledged the harmful contributions of atmospheric CO<sub>2</sub> and directed the city to eliminate greenhouse gases in the *electric*, transportation, and thermal sectors. The second directed the city to adopt the Net Zero Energy Roadmap to address fossil fuel usage in the thermal and ground transportation sectors.

The city has still not adopted any plans to eliminate greenhouse gases in the electric sector or other transportation sectors such as air transportation. The limited scope of the NZE does not address the majority of Burlington’s greenhouse gases: those emitted at McNeil by burning wood, which is not a fossil fuel.

“Burlington’s Net Zero goal is the most ambitious local climate change plan in the nation that BED is aware of...”

Burlington’s NZE goal is, maybe, one of the most ambitious goals in the country but it is not the most ambitious in the country. Many cities have net-zero goals and many city net zero goals include eliminating greenhouse gases in the electric sector. Burlington *is* the only city in the nation that has adopted its own definition of *net-zero*, which the Oxford English Dictionary and rest of the world defines as “an overall balance between the amount of greenhouse gases produced and the amount removed from the atmosphere.”

<https://www.un.org/en/climatechange/net-zero-coalition>

<https://www.iso.org/contents/news/2022/06/defining-net-zero.html>

The chart below is sorted by the climate goal year. Four cities in this chart have more ambitious 2030 goals. Notably, Ann Arbor, MI recently voted **not** to expand its airport, citing harms on neighbors and the climate.

<https://www.michigandaily.com/news/ann-arbor/city-council-rejects-resolutions-proposing-municipal-airport-expansion/>

Boulder, CO is also notable as it has a 2040 goal of being *carbon-positive* with plans to sequester more carbon than it emits.

City / Municipality	Target Year	Scope	Sectors Covered	Key Notes	Mechanism
<b>TARGET YEAR: 2030</b>					
Ithaca, NY	2030	Community-wide	Energy, Buildings/Thermal, Transportation, Food & Materials	Green New Deal (2019). First US city to vote for full building electrification by 2030. Broader scope than BED; no biomass accounting issue.	City council resolution. BlocPower building electrification program. City fleet 50% emission reduction by 2025.
Ann Arbor, MI	2030	Community-wide	Energy, Buildings/Thermal, Transportation, Materials & Waste, Land Use	A2ZERO plan (2020). CDP A-List 2024. Broadest sector scope of any 2030 US pledge.	City-adopted plan with dedicated Office of Sustainability & Innovations. Dedicated funding streams.
<b>Burlington, VT (BED NZE)</b>	2030	<b>Thermal + Ground Transportati on ONLY (electricity sector excluded)</b>	<b>Buildings/Thermal, Transportation</b> [electricity excluded — see note]	<b>CONTESTED:</b> Electricity excluded on premise that BED supply is 'net-zero renewable.' McNeil biomass plant emits ~375,000–453,000 tons CO2/yr from stack (EPA records) — excluded from BED baseline. This exceeds Burlington's entire reported community inventory from all other sources.	Municipal utility (BED) — NZE Revenue Bonds (first for US public power utility), heat pump/EV rebates, Tier III RES compliance. 19% reduction in thermal + transport emissions since 2018.
Flagstaff, AZ	2030	Community-wide	Energy, Buildings/Thermal, Transportation, Waste	Climate Emergency declaration (2020). Carbon Neutrality Plan adopted June 2021.	City council emergency declaration + Carbon Neutrality Plan. Explicit transport emission targets in Regional Plan.
Sonoma, CA	2030	Community-wide	Energy, Buildings/Thermal, Transportation	Population ~11,000 — one of smallest US cities with 2030 carbon neutrality pledge.	Climate/emergency resolution + BayREN/PG&E regional partnership.
<b>TARGET YEAR: 2035</b>					
Boulder, CO	2035	Community-wide (carbon-positive by 2040)	Energy, Buildings/Thermal, Transportation, Carbon Sequestration	Only US city targeting carbon-positive (net removal) by 2040. 100% renewable electricity by 2030.	ICLEI Race to Zero + attempted municipalization of Xcel Energy.
Montgomery County, MD	2035	Community-wide	Energy, Buildings/Thermal, Transportation, Carbon Sequestration	Pop. ~1M. Climate Action Plan (2021). 80% reduction by 2027 interim target. Legally structured under county code.	County CAP — building performance standards, natural gas ban in new construction, EV transition.
San Diego, CA	2035	Community-wide	Energy, Buildings/Thermal, Transportation, Waste	2022 CAP. 61% per-capita GHG reduction by 2030 interim target. CDP A-List 2024.	Binding ordinances + 100% renewable electricity by 2035.
<b>TARGET YEAR: 2040</b>					
Austin, TX	2040	Community-wide	Energy, Buildings/Thermal, Transportation	50% of trips by transit/bike/walk by 2030.	Climate Equity Plan + Austin Energy carbon-free generation by 2035. CDP A-List 2024.

City / Municipality	Target Year	Scope	Sectors Covered	Key Notes	Mechanism
San Francisco, CA	2040	Community-wide	Energy, Buildings/Thermal, Transportation	80% of all trips by low-carbon mode by goal year.	Climate Action Plan — 100% renewable for large buildings by 2035.
Denver, CO	2040	Community-wide	Energy, Buildings/Thermal, Transportation	100% renewable community electricity by 2030. CDP A-List 2024.	Climate Protection Fund. 40% GHG reduction by 2025, 65% by 2030.
<b>TARGET YEAR: 2045</b>					
Washington, DC	2045	Community-wide	Energy, Buildings/Thermal, Transportation, Waste, Consumption	36% emissions cut already achieved (2006–2021). Buildings = 70%+ of DC emissions.	Climate Commitment Act 2022 — codified targets. Building Performance Standards in force.
Oakland, CA	2045	Community-wide	Energy, Buildings/Thermal, Transportation	2030 Equitable Climate Action Plan with 2045 community-wide neutrality goal.	City council adoption + 2030 ECAP milestones.
Honolulu, HI	2045	Community-wide	Energy, Buildings/Thermal, Transportation	45% reduction by 2025, 60% by 2035, 80% by 2045 interim pathway.	Hawaii state RPS (100% by 2045) + city CAP.
<b>TARGET YEAR: 2050</b>					
New York City, NY	2050	Community-wide	Energy, Buildings/Thermal, Transportation	Local Law 97 — mandatory building performance standards. First city aligned to 1.5°C Paris target. CDP A-List 2024.	PlaNYC + Local Law 97 enforcement (fines for non-compliance from 2024).
Boston, MA	2050	Community-wide	Energy, Buildings/Thermal, Transportation	BERDO building performance standards. Net Zero Carbon Zoning for new large buildings (2025+). CDP A-List 2024.	Climate Action Plan + BERDO + NZC Zoning ordinance (2025).
Seattle, WA	2050	Community-wide	Energy, Buildings/Thermal, Transportation	58% reduction below 2008 levels by 2030 interim target. CDP A-List 2024.	Climate Action Plan + building energy benchmarking.
Fort Collins, CO	2050	Community-wide	Energy, Buildings/Thermal, Transportation	80% reduction by 2030; 100% renewable electricity by 2030. CDP A-List 2024.	Our Climate Future plan. Clean Energy Fund.
Madison, WI	2050	Community-wide	Energy, Buildings/Thermal, Transportation	100% renewable energy for city operations by 2030; community-wide by 2050.	City sustainability plan + Madison Gas & Electric partnership.
Evanston, IL	2050	Community-wide	Energy, Buildings/Thermal, Transportation, Waste	First Illinois city with building performance standard. 100% renewable electricity by 2030.	Climate Action & Resilience Plan (2018). BEPS ordinance.
Miami, FL	2050	Community-wide	Energy, Buildings/Thermal, Transportation, Waste	60% GHG reduction by 2035. CDP A-List 2024.	Miami Forever Carbon Neutral plan.

The CDP (formerly the Carbon Disclosure Project) recognizes cities working to lower greenhouse gases by including them on its A list. There are over a dozen national cities on the CDP A list with more ambitious goals than Burlington that I did not include in the chart above. Burlington, VT is not on the CDP list.

<https://www.cdp.net/en/data/scores>

It may be the case that BED was not aware of many or most of the goals presented here. However, Mr. Springer and Ms. Widmayer cite Ann Arbor’s climate goals in a recent article they authored and are aware of its goals:

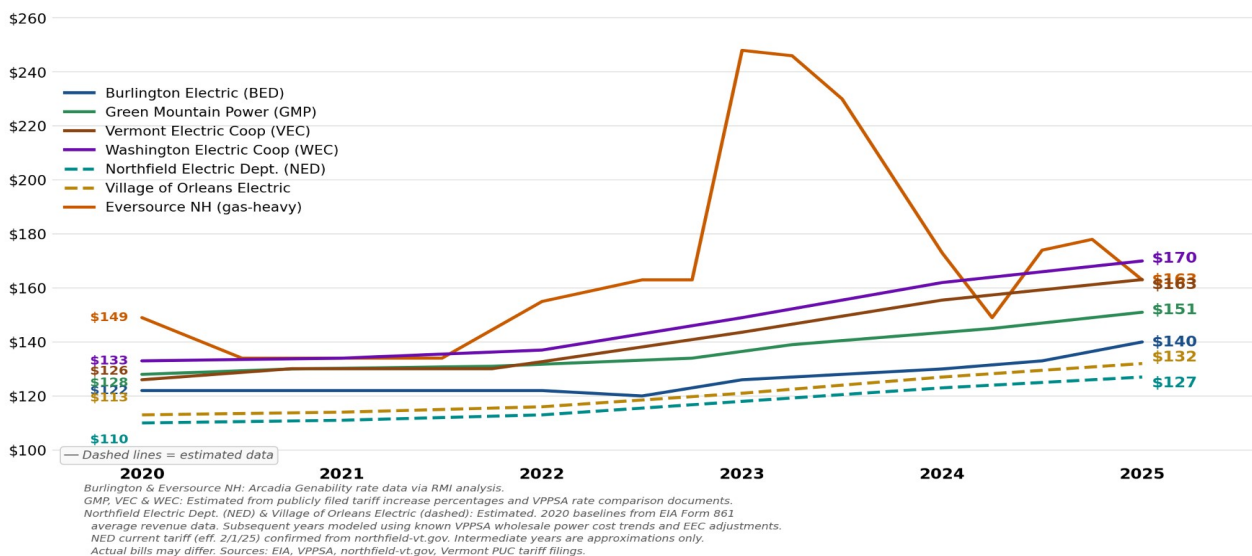
[https://drive.google.com/file/d/14CFjWmK9k\\_TmO-mZm5rF43D0M\\_5YUf7b/view](https://drive.google.com/file/d/14CFjWmK9k_TmO-mZm5rF43D0M_5YUf7b/view)

**Slide 14:**

BED has done a decent job of keeping rates low, but this is largely due to BED being a regulated utility. Burlington Electric should be commended for keeping rates low compared with most other electric utility providers in Vermont. However, comparing Burlington Electric in regulated Vermont to Eversource Energy in unregulated NH only demonstrates how much our stable pricing is a result of Vermont regulatory oversight. Below is a chart that includes other Vermont electric utilities.

**A tale of two strategies: diversified energy sources means less price volatility in energy bills**

Average monthly residential bills for Vermont electric utilities and Eversource NH. (monthly energy bill for 750 kWh, 2020-2025, in USD)



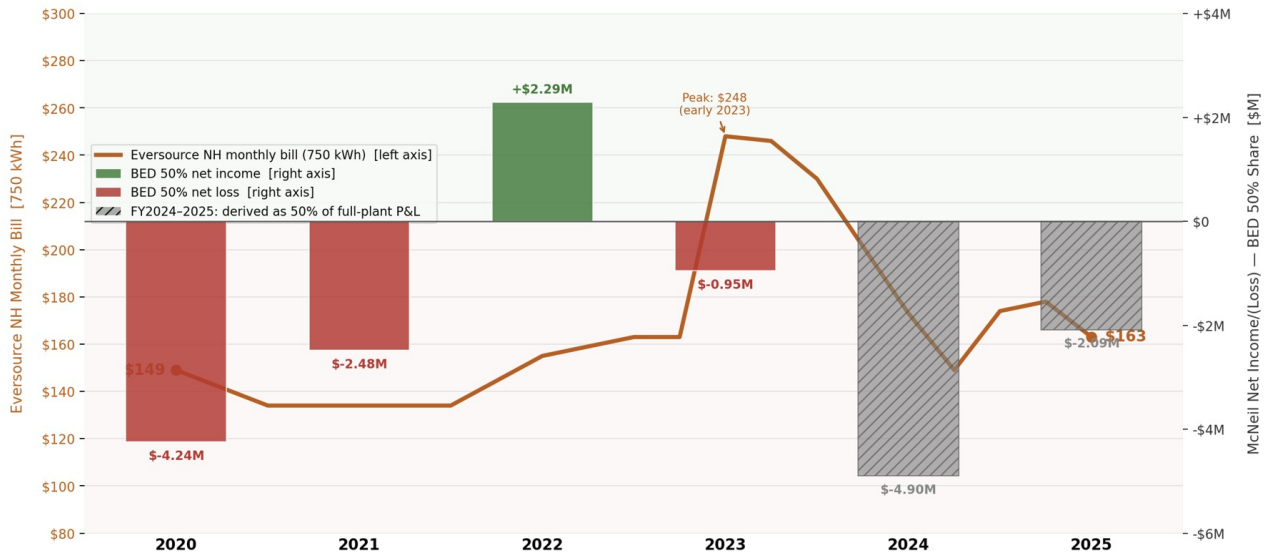
RMI is a well regarded organization that seeks to transform “the global energy system to a clean, prosperous, zero carbon future for all.” One important policy they advocate for is all-source procurement. BED should adopt an all source procurement policy and the city council should direct BED to do so.

<https://affordability-toolkit.rmi.org/policies/all-source-procurement>

BED’s stable rates are not a result of the McNeil facility, which is expensive and volatile compared with alternatives available through stable power purchase agreements (PPAs). Below is a graph showing the inverse relationship between natural gas prices as seen through Eversource rates, and the annual profit or loss at McNeil. When the price of natural gas is low, McNeil loses money.

## Eversource NH Energy Prices vs. McNeil Value to Burlington Electric

Eversource NH average monthly residential bill (750 kWh) vs. McNeil net income/(loss)  
 — BED 50% Financial Statement Values Only — Fiscal Years 2020–2025



### Slide 21:

Though it isn't clear from the chart the exact amount of CO<sub>2</sub> Burlington emitted in the thermal and ground transportation sectors in 2025, it appears to be around 175,000 metric tons.

According to EPA data, McNeil emitted **316,405** metric tons of CO<sub>2</sub> in 2025, more than all the NZE sectors combined.

<https://campd.epa.gov/data/custom-data-download> (McNeil facility code 589)

The emissions from McNeil are easier for BED to eliminate since BED has direct control over its power acquisition decisions. BED has built no new clean power since 2015. BED has not issued an RFP for new generation capacity since 2022 and has never performed a cost-benefit analysis on McNeil. These choices cost rate-payers millions in extra costs this winter when problems at McNeil reduced its power output and BED had to buy power on the open market.

### Slide 22:

Additional next steps

- Require a cost-benefit analysis on energy assets
- Recognize the other 2019 Climate Crisis Resolution
- Institute an all-source procurement policy and require RFPs for energy assets
- Adopt a date certain by which Burlington will retire McNeil

Thanks for taking these comments into consideration.

Pike Porter

Lori Olberg

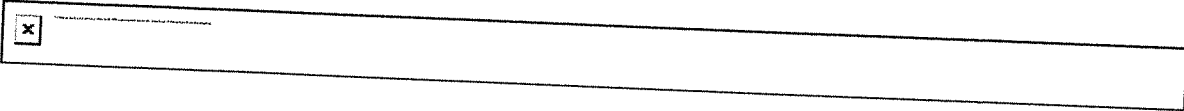
# FOR INFORMATION ONLY

**From:** VLCT Journal <info@vlct.org>  
**Sent:** Wednesday, April 22, 2026 10:11 AM  
**To:** Lori Olberg

**Subject:** Reminder: Learn About VLCT, PACIF, and VERB Programs and Services

**For Consideration /  
Additional Info, please  
contact the City Clerk's Office.**

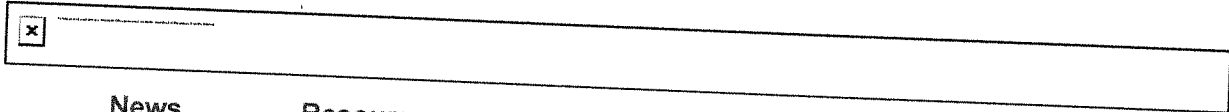
[ WARNING ]: This email was sent from someone outside of the City of Burlington.



April 2026

Lori,

Especially good for new officials but relevant for everyone, this edition of the *VLCT Journal* includes information about what VLCT and our risk-sharing pools PACIF and VERB provide to members. If you're not familiar with risk pools, see our *Power of Pooling* summary. Above all, we encourage you to learn how to log in to the *Municipal Access Portal*, because from there you can *Ask a Question* and access all of VLCT's online resources, including the handy *New Officials Guide*.



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## Legal Updates

### UPDATED: Selectboard Handbook

VLCT has several handbooks to help guide new and experienced elected officials. The Selectboard Handbook was recently updated to contain new sections on emergency management, grants and funding, and insurance. It also now provides easier access to the resources you need.

### Spring Cleaning: Open Burn and Junk & Solid Waste Ordinances Can Help

Municipalities play a vital role in the management and disposal of waste. VLCT's Municipal Assistance Center (MAC) provides this guidance to the tools municipalities have to better manage and regulate solid waste, junk, salvage yards, and open burns at the local level.

## Risk Management

### PACIF Learn

VLCT PACIF members have access to 260+ online risk management courses through PACIF Learn. Employers can assign courses, check progress, run reports, and document employee certifications – including Water/Wastewater CTEs. New! View the list of recommended courses for new hires and managers.

### EAP Offers a Wealth of Resources for Employees

# FOR INFORMATION ONLY

**Lori Olberg**

---

**From:** Act250.Essex@vermont.gov  
**Sent:** Thursday, April 23, 2026 3:37 PM  
**To:** hurlburtbradley@gmail.com; hurlburtbradley@gmail.com; spencer@watershedca.com; andres@watershedca.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; Stephanie.Monaghan@vermont.gov  
**Subject:** 4C0711-1 Incomplete Letter  
**Attachments:** Incomplete\_Letter 4C0711-1.pdf

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

*For corrected information if additional text, please contact the City Clerk's Office.*

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

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

<https://act250.vermont.gov>

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Lori Olberg

FOR INFORMATION ONLY

**From:** Nic Anderson <nanderson@champlain.edu>  
**Sent:** Friday, April 24, 2026 10:27 AM  
**To:** Act250 - Essex  
**Cc:** April O'Dell; Timothy Van Woert; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; anr.act250@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Mann, Quin  
**Subject:** Re: Act250 Administrative Amendment 4C0515-20  
**Attachments:** 021 Revised Abutters Map 4.23.26.jpg; 020 Revised Abutters List 4.23.26.XLSX

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

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

Hello,  
 Please find attached revised documents for the Act 250 application 4C0515-20, related to abutters list and map. I anticipate all other additional information will come direct from the Act250 office like usual.  
 No response needed.  
 Regards  
 Nic

**Nic Anderson**  
**Assistant Vice President of Planning and Operations**



Office: Skiff Annex 200  
 M: 375 Maple Street, Burlington, VT 05401  
 P: (802) 865-8464  
 W: [champlain.edu/campusoperations](http://champlain.edu/campusoperations)

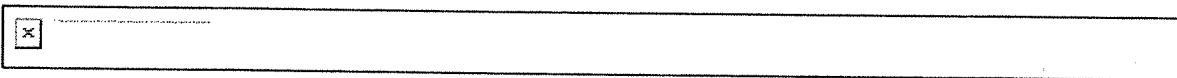
# FOR INFORMATION ONLY

Lori Olberg

**From:** VLCT Weekly Legislative Report <info@vlct.org>  
**Sent:** Monday, April 27, 2026 4:00 PM  
**To:** Lori Olberg  
**Subject:** April 27, 2026

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

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Last week more than 20 municipal officials enjoyed a day of action at the Vermont State House and a rare moment of excitement – an actual fire evacuation! The fire alarm on Thursday was caused by an elevator's malfunction, the evacuation was brief and well managed, and no one was injured. Pretty soon, everyone was back to business – which for VLCT included raising a different kind of alarm over state transportation funding.

In this *Weekly Legislative Report*, we recap the events of the municipal advocacy day and joint transportation hearing for town highway funding, summarize the Senate's appropriations plan, and provide an update on appropriations of the PILOT Special Fund and Local Option Tax Revenues.

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, May 4 at 1 PM for our next, and last regularly scheduled, Advocacy Chat.

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](mailto:mailings@vlct.org) to subscribe or unsubscribe from the *Weekly Legislative Report*.

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

**Lori Olberg**

---

**From:** Act250.Essex@vermont.gov  
**Sent:** Tuesday, April 28, 2026 10:47 AM  
**To:** Seth Kuchenbecker; clare@watershedca.com; Benjamin Averse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; Stephanie.Monaghan@vermont.gov  
**Subject:** 4C0499-5 Schedule G - City of Burlington  
**Attachments:** Schedule\_G 4C0499-5.pdf

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

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Attached is Schedule G - City of Burlington

**Christine Commo** | District Technician  
 Land Use Review Board  
 District 4 Environmental Commission  
 111 West Street  
 Essex Junction, VT 05452  
 802-879-5660  
<https://act250.vermont.gov>

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Lori Olberg

# FOR INFORMATION ONLY

**From:** VLCT News <info@vlct.org>  
**Sent:** Tuesday, April 28, 2026 3:40 PM  
**To:** Lori Olberg  
**Subject:** Help Keep Local LOCAL, Dental Open Enrollment, Prep for Summer Rec Hiring, and more

*For information only. If you receive this email with additional text, please contact the City Clerk's Office*

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VLCT members convened at the State House to meet legislators, observe the goings-on, and testify about town highway costs. Learn more in our *4/27/26 Weekly Legislative Report*.

## Announcements & Updates

**Contact Your Senator TODAY if Your Municipality Has a Local Option Tax**  
 An amendment to H.933 to be introduced by Senator Rebecca White would increase the amount of local option tax your municipality can retain next year from 75% to 80%. Please contact your senator immediately to tell them to support Senator White's local option tax amendment to H.933. This "miscellaneous tax bill" will be on the floor this week – so it is important that you contact them immediately to help reserve this local funding for local use.

**Open Enrollment for Group Dental is Underway!**  
 Open Enrollment is now officially underway for dental groups on a fiscal year plan – so act soon to be ready for the 7/1/26 effective date, whether your organization is already in one of VLCT's plans or is ready to sign on for the first time.

**Election Security Grants**  
 Apply by Wed 5/13 to strengthen your community's election security by preventing, preparing for, protecting against, or responding to acts of terrorism.

**Does Your Bicycle and/or Pedestrian Infrastructure Need Help?**  
 Apply for a VTrans grant by Fri 6/12 to improve access and safety for bicyclists and pedestrians.

**DOJ Extends Deadline for Web Accessibility Compliance**  
 Days after the latest issue of VLCT News reminded readers of the 2027 deadline, municipalities gained an additional year to comply with the website and mobile app accessibility rule.

## Notable Resources

[New Officials Getting Started Guide](#)

# FOR INFORMATION ONLY

Lori Olberg

**From:** ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>  
**Sent:** Tuesday, April 28, 2026 6:19 PM  
**To:** Burlington Town Clerk  
**Subject:** Vermont Environmental Notice Bulletin Stakeholder Update by Location

*For comments or reactions to additional text, please contact the City Clerk's Office*

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

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](mailto:anr.enbadministrator@vermont.gov).

Regards,  
 ENB Support  
 Vermont Agency of Natural Resources

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status	ENB Link
Stormwater Runoff from Construction Sites General Permit 3-9020 (CGP) for Moderate Risk Projects: Notice of Intent	Burlington High School - Burlington Technical Center	4250-9020.4	Burlington School District	Burlington	In Review	<a href="#">PN26.0017952</a>

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	Burlington High School - Burlington Technical Center	4250-9020.4	Burlington School District	Burlington	The administrative record set for this activity has been modified. Please visit the ENB to	2026-04-28	In Review	<a href="#">PN26.0017952</a>

**FOR INFORMATION ONLY**

**Lori Olberg**

**From:** ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>  
**Sent:** Wednesday, April 29, 2026 5:49 PM  
**To:** Burlington Town Clerk  
**Subject:** Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

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

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

Regards,  
 ENB Support  
 Vermont Agency of Natural Resources

### *Changes to Activities I'm Following*

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status	ENB Link
Multi-Sector General Permit 3-9003 (MSGP): Notice of Intent	Lake Champlain Transportation Company Ferry Dock Marina	8495-9003	Lake Champlain Transportation Company	Burlington	A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date.	2026-04-29	Final Decision Reached - Appeal Period	<a href="#">PN26.0002771</a>
					The administrative record set for this activity has been modified. Please visit			

**From:** VT Wetlands Program <anr.wsmdwetlands@vtagencynaturalresources.ccsend.com>  
**Sent:** Thursday, April 30, 2026 7:30 AM  
**To:** Burlington Town Clerk  
**Subject:** Wetlands Content for Municipalities

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

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



Greetings, Vermont Municipalities,

The Vermont Wetlands Program is trying out a new outreach approach for Town Clerks, Zoning Administrators, and other municipal staff: an email just for you! Municipal officials provide an added service to the public by directing people to connect with our program. We want the public to check for wetlands before they buy or build to protect them from potential costly project delays.

## Wetlands Program Content for Municipal Websites

We recommend copying and pasting the text below directly onto your municipal website's appropriate page. If space is limited, we recommend you include the first two paragraphs and the link to our **Check for Wetlands Before You Buy or Build Website**.

### Understanding Vermont Wetlands

Wetlands are where land and water meet. They are commonly called marshes, swamps, and bogs. Class II wetlands and their 50-foot buffer zones are regulated in Vermont because of the functions they provide, like flood water storage, water quality protection, and wildlife habitat. The location of wetlands is hard to identify because their hydrology and vegetation can change throughout the seasons. While the State has been working to update the Vermont Significant Wetlands Inventory (VSWI), many protected wetlands remain unmapped.

Activity in a state-protected wetland or its associated 50-foot buffer zone is prohibited unless the activity is considered exempt, is an allowed use under

From: VLCT Advocacy News <info@vlct.org>  
Sent: Friday, May 1, 2026 7:31 AM  
To: Lori Olberg  
Subject: VLCT's Advocacy Chat

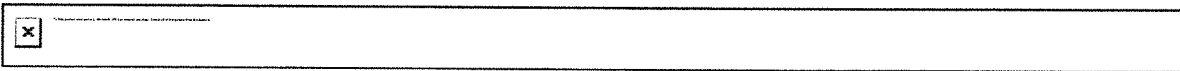
2026-05-01 07:31

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.

**Tune in MONDAY at 1 PM for VLCT's Advocacy Chat. This is our last regular Advocacy Chat, stay tuned for the Wrap-Up.**

Register Here

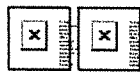


## Advocacy Chat

Tune in to learn what's happening in the State House during the 2026 legislative session. **Join Josh Hanford**, VLCT's Director of Intergovernmental Relations, and **Samantha Sheehan**, VLCT's Municipal Policy and Advocacy Specialist, **to learn what mid-session progress has been made** on the issues that matter most to local government. Also, hear what your municipal colleagues from around the state have to say about the hot topics and share your concerns for the legislature.

**May 4 @ 1 PM  
FREE**

**Register**



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

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

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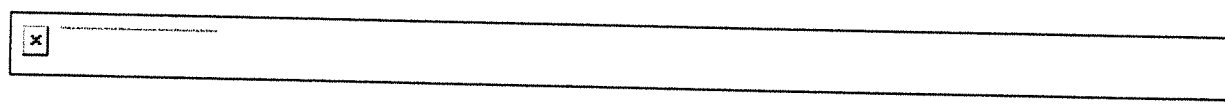
**Lori Olberg**

**From:** VLCT News <info@vlct.org>  
**Sent:** Friday, May 1, 2026 10:14 AM  
**To:** Lori Olberg  
**Subject:** Reminder: Help Keep Local LOCAL, Dental Open Enrollment, Prep for Summer Rec Hiring, and more

For computers with Outlook, Rec additional text, please contact the City Clerk's Office

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- [News](#)
- [Resources](#)
- [Events](#)
- [Advocacy](#)
- [Careers](#)



VLCT members convened at the State House to meet legislators, observe the goings-on, and testify about town highway costs. Learn more in our *4/27/26 Weekly Legislative Report*.

## Announcements & Updates

**Contact Your Senator TODAY if Your Municipality Has a Local Option Tax**  
An amendment to H.933 to be introduced by Senator Rebecca White would increase the amount of local option tax your municipality can retain next year from 75% to 80%. Please contact your senator immediately to tell them to support Senator White's local option tax amendment to H.933. This "miscellaneous tax bill" will be on the floor this week – so it is important that you contact them immediately to help reserve this local funding for local use.

**Open Enrollment for Group Dental is Underway!**  
Open Enrollment is now officially underway for dental groups on a fiscal year plan – so act soon to be ready for the 7/1/26 effective date, whether your organization is already in one of VLCT's plans or is ready to sign on for the first time.

**Election Security Grants**  
Apply by Wed 5/13 to strengthen your community's election security by preventing, preparing for, protecting against, or responding to acts of terrorism.

**Does Your Bicycle and/or Pedestrian Infrastructure Need Help?**  
Apply for a VTrans grant by Fri 6/12 to improve access and safety for bicyclists and pedestrians.

**DOJ Extends Deadline for Web Accessibility Compliance**  
Days after the latest issue of *VLCT News* reminded readers of the 2027 deadline, municipalities gained an additional year to comply with the website and mobile app accessibility rule.

## Notable Resources

[New Officials Getting Started Guide](#)

26 04:40:17

**FOR INFORMATION ONLY**

**Lori Olberg**

**From:** Act250.Essex@vermont.gov  
**Sent:** Friday, May 1, 2026 12:27 PM  
**To:** aodell@champlain.edu; nanderson@champlain.edu; nanderson@champlain.edu; tvanwoert@champlain.edu; 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; Quin.Mann@vermont.gov  
**Subject:** 4C0515-20 Administrative Amendment -- 83 Summit Street  
**Attachments:** AA and COS 4C0515-20.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 see attached Act 250 Land Use Permit and Certificate of Service.

Thank you,

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

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

**Lori Olberg**

**From:** VLCT Events & Trainings <info@vlct.org>  
**Sent:** Monday, May 4, 2026 7:30 AM  
**To:** Lori Olberg  
**Subject:** May Events Digest

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

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

## May Training & Events

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

x

MON	TUE	WED	THU	FRI
				5/1
5/4	5/5	5/6	5/7	5/8
1 - 2 PM Advocacy Chat 2026		10 - 10:30 AM MuniMorning: VEM's Emergency Resources	10 - 11:30 AM Ethics Administration & Enforcement	
5/11	5/12	5/13	5/14	5/15
1 - 2 PM CHIP IN VT: Office Hours	2 - 3 PM Unemployment Best Practices	9 AM - 3 PM Effective BCA Property Tax Assessment Appeal Hearings Capitol Plaza or Zoom	12 - 1 PM Workplace Matters: Wage & Hour FAQs	
5/18	5/19	5/20	5/21	5/22
			12 - 1 PM Attorney Office Hours: BCA Appeal Hearings	
5/25	5/26	5/27	5/28	5/29
VLCT Office Closed				

**Lori Olberg**

---

**From:** Act250.Essex@vermont.gov  
**Sent:** Monday, May 4, 2026 8:32 AM  
**To:** lisa.kingsbury@uvm.edu; lani.ravin@uvm.edu; Act250.Legal@vermont.gov; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew Montroll; permitting@ccrcvt.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; kaitlin.hayes@vermont.gov  
**Subject:** JO 4-524 Jurisdictional Opinion  
**Attachments:** JO 4-524 and COS.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 Act 250 jurisdictional determination.  
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: Dept. of Permitting and Inspections, Ordinance Committee  
Public Hearing Dates: \_\_\_\_\_

In the Year Two Thousand Twenty-Six

\_\_\_\_\_  
First reading: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Rules suspended and placed in all Stages of passage: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

An Ordinance in Relation to

HOUSING—INSPECTION REQUIRED  
BCO Chapter 18, Art. II, Div. 1, Sec. 16

It is hereby Ordained by the City Council of the City of Burlington as follows:

1 That Chapter 18, Housing, of the Code of Ordinances of the City of Burlington be and is hereby amended by  
2 amending Article II, Administration and Enforcement; Division 1, Generally; Section 16, Inspection  
3 Required; thereof to read as follows:

4  
5 **18-16 Inspection required.**

6  
7 The enforcement officer or their delegate shall make inspections of rental units within the city, including  
8 hotel and motel rooms which are regularly let to the same tenant(s) for a period of thirty (30) days or more,  
9 for the purpose of determining whether a violation of this chapter exists.

10  
11 Excluded from periodic inspection shall be all owner-occupied dwellings containing one (1) or two (2)  
12 rooms which are rented out for compensation and partial unit short term rentals. Also excluded from  
13 inspection are university and college dormitories that conduct regular, comprehensive inspection programs  
14 and annually certify compliance with the minimum housing standards ordinance to the enforcement agency.  
15 The required certification shall be submitted in writing using the form prescribed by the Director of  
16 Permitting and Inspections, due by September 1<sup>st</sup> annually. The certification shall include affirmation that the  
17 students have been notified of their right and the process to make a complaint to the City pursuant to Sec. 18-  
18 24. Inspections of dwellings and dwelling units other than those that are subject to periodic inspections, or of  
19 hospital rooms, hotel and motel rooms or dormitories not subject to periodic inspections as provided for in  
20 this section, shall be made only upon complaint or upon request of the owner thereof.

21  
22 All records, including inspection reports, records of complaints received and investigated, and plans for  
23 inspections of rental units, shall be available for public inspection.

24  
25  
26 \* Material stricken out deleted.

27 \*\* Material underlined added.

28  
29 ks/Ordinances 2026/Housing Code/BCO Ch. 18, Art. II, Div. 1  
30 Secs. 18-16.  
31 5/6/2026

JESSICA C. BROWN, ESQ.  
City Attorney  
KIMBERLEE J. STURTEVANT, ESQ.  
ACA, Director of Litigation  
HAYLEY I. McCLENAHAN, ESQ.  
Assistant City Attorney  
ERIK RAMAKRISHNAN, ESQ.  
ACA, Director of Gen. Gov't  
& Transactional Servs.  
EMMETT WOOD, ESQ.  
Assistant City Attorney



149 Church Street  
Burlington, VT 05401-8489  
Phone: (802) 865-7121  
Fax: (802) 865-7123  
TTY: (802) 865-7142

CITY OF BURLINGTON, VERMONT  
OFFICE OF  
THE CITY ATTORNEY  
AND  
CORPORATION COUNSEL

**MEMO**

TO: Burlington City Council  
Mayor Mulvaney-Stanak  
FR: Gene Bergman, Chair, Ordinance Committee  
Kimberlee Sturtevant as staff for the City Council Ordinance Committee  
DT: May 6, 2026  
RE: Ordinance Amendment Regarding Minimum Housing Exemption for Dormitory Inspection  
\*\*\*\*\*

On November 17, 2025, the Council passed a resolution, *The Adequacy of the Exemption for University or College Dormitories from the Minimum Housing Code Requirement for Periodic Inspections to the City's Minimum Housing Standards*. While the resolution acknowledged Section 18-16 of Burlington Code of Ordinances that excludes from required city minimum housing inspections "university and college dormitories that conduct regular, comprehensive inspection programs and annually certify compliance with the minimum housing standards ordinance to the [city's] enforcement agency;" it raised concerns as the Council had received public comments from University of Vermont students regarding poor living conditions. The resolution requested that UVM and Champlain provide more information relating to their inspections and any code violations to the Department of Permitting and Inspections. The resolution also requested that DPI create a template for the College and University to use for reporting purposes. Additionally, the matter was referred to the Ordinance Committee to work with the City Attorney's office, DPI, CEDO, the UVM and Champlain College administrations, and UVM and Champlain College students to determine if amendments to the ordinance would be appropriate to ensure that the college and university dormitories are healthy and safe places to reside.

Upon referral to the Ordinance Committee, the Committee sought input from interested parties, Champlain College, University of Vermont, students, City Attorney's Office, as well as the public at large.

There were at least 5 meetings regarding the matter before the Committee. Both UVM and Champlain provided further documentation to DPI as requested. Additional language was also included with 18-16 to

help clarify and strengthen the ordinance. Specifically, “[t]he required certification shall be submitted in writing using the form prescribed by the Director of Permitting and Inspections, due by September 1st annually. The certification shall include affirmation that the students have been notified of their right and the process to make a complaint to the City pursuant to Sec. 18-24.” See proposed ordinance. Additionally, self-certification forms were drafted by DPI with opportunity for all parties to comment (attached).

The Ordinance Committee unanimously voted on May 1, 2026 to refer the proposed ordinance language back to the full Council with a recommendation for adoption. As the ordinance had not had first reading, the intent was to have first reading on May 11<sup>th</sup> and second reading and adoption on May 18<sup>th</sup>.

- The proposed motion on May 11: First reading, waive the reading, suspend the rules regarding referral back to Ordinance Committee and set for second reading for a date certain of May 18, 2026.
- The proposed motion on May 18: Second reading, waive the reading and adopt the ordinance.

Please do not hesitate to contact us with any questions or concerns.

To: Board of Finance  
From: Gene Bergman/Laura Sanchez-Parkinson/Melo Grant  
Re: ONE Cleanup/Cleanout Proposal  
Date: May 5, 2026

This is to request \$6,500 in Council Initiative Funds to pay for an Old North End Cleanup/Cleanout Day on Saturday, May 30<sup>th</sup>, 2026, sponsored by the ONE's city councilors, Bergman, Grant, and Sanchez-Parkinson. The department of Public Works is supporting the event.

The funds will go to pay for:

- Two Myers' 30-yard roll-offs
- Two small DPW dump trucks
- Fees for weekend service and over one ton allowance
- Staff for drop off and pick up and disposal
- Publicity (door-to-door flyers and a few signs), Front Porch Forum ads
- Water and snacks, other refreshments
- Supplies for volunteers and limited paid organizing assistance and coordination.

The purpose is to provide O.N.E. residents with two centrally located roll offs and other facilities to dispose of household goods and other solid waste from homes, yards, city streets, sidewalks, and greenbelts. O.N.E. councilors conducted this event in the past, the last time being in 2024. It was beneficial to residents, especially those who do not have vehicles. The O.N.E. was greened up. It built a greater sense of community. It improved community confidence in the ability of our local government to address resident needs.

The day would begin for the public at 10 a.m. and end at 2:30 p.m., with set up from 9-10 and breakdown from 2:30-3:30. There are two sites: (1) the Sustainability Academy on North St. and (2) the Integrated Arts Academy on Archibald, St. We will work with the schools on the exact locations.

Besides the roll-offs, there will be small dump trucks for metal recycling, recycling totes, and sharps containers. Volunteers will be provided with heavy duty trash bags and gloves for litter pickup. Water and refreshments will be available. There will be publicity. Councilors will utilize a limited amount of paid assistance in the organizing of the event.

The estimated cost for the roll-offs is \$4,500. The estimated cost for the DPW dump trucks and staff time is \$1,000. The estimated cost for publicity, supplies, and staff time is \$1,000 for a total of \$6,500.

**Board of Finance Motion:**

To approve and recommend that the City Council the use of \$6,500 from the FY26 City Council Initiative Fund to support the O.N.E. Clean Up event

**City Council Motion:**

To approve and recommend that the City Council the use of \$6,500 from the FY26 City Council Initiative Fund to support the O.N.E. Clean Up event



# RunVermont Presentation to City Council

May 11, 2026



# Contents

2025 M&T Bank VCM Summary	5
Excerpt of 2025 Registrant Metrics	7
2025 Volunteer Metrics	13
2026 M&T Bank Vermont City Marathon	15
Economic Impact Estimate	21
Contact Information	25



# 2025 M&T Bank Vermont City Marathon & Relay Executive Summary

The 2025 M&T Bank Vermont City Marathon & Relay (VCM) exceeded expectations, drawing strong participation and engagement:

- An average increase of more than 10% in registrations.
- The largest demographic increase amongst marathoners was in the 18–29-year-old range and the largest increase based on experience was in first-time marathoners, consistent with the current third running boom and M&T Bank VCM being regarded as one of the best marathons for beginners.
- Marathon registration representation from 44 states and Washington D.C.
- There were 6.5 billion earned media impressions.
- The 2025 M&T Bank VCM continued to deliver on its existing reputation of being well organized, with amazing crowd support and community vibes.

“So well organized [and] friendly volunteers [on] course[.]”

“Overall a very well organized race. I would recommend it!”

“A BIG thank you to all the volunteers - everyone was so friendly and [they] all had big smiles on their faces[.]”

“One of my favorite sporting events because it's run so well, and includes thousands of people, participating, volunteering, cheering, sponsoring, etc. Change nothing - you've perfected this event.”

“Volunteers were amazing! Community is great!”

“Overall[,] I thought the race was quite well organized! The course was clearly marked, there were lots of aid stations, and the vibe was a lot of fun with all the spectators and the live music along the course.”

## Post-Race Survey Feedback

# Excerpt of Registrant Metrics

# M&T Bank VCM - Registrant Metrics

Raw Numbers of Registrants (note these are team registrations):

	2023	2024	2025
<b>Marathon</b>	1,612	1,751	1,911
<b>3 to 5-Person Teams</b>	411	437	476
<b>2-Person Teams</b>	467	425	501
<b>Youth Events</b>	361	476	568

Percentage Growth:

	'23-'24	'24-'25	'23-'25
<b>Marathon</b>	8.62%	9.14%	18.55%
<b>3 to 5-Person Teams</b>	6.33%	8.92%	15.82%
<b>2-Person Teams</b>	-8.99%	17.88%	7.28%
<b>Youth Events</b>	31.86%	19.33%	57.34%

# M&T Bank VCM - Registrant Metrics

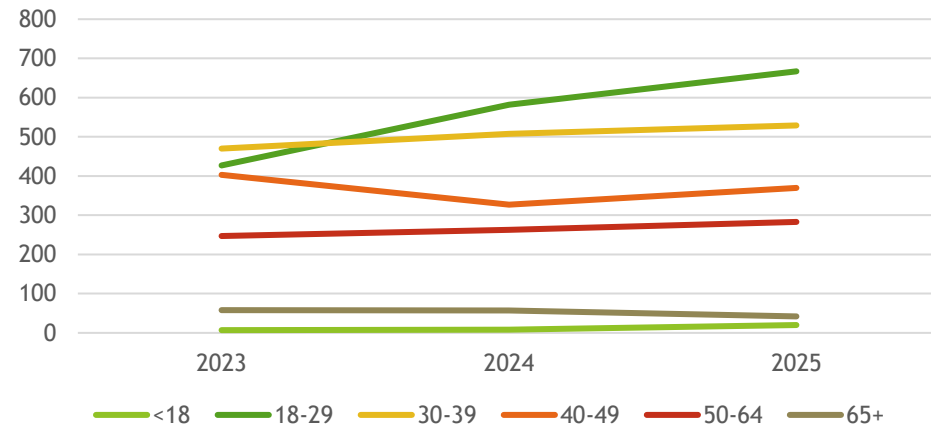
## Marathon Registrants by Age: Raw Numbers

	2023	2024	2025
<18	7	8	20
18-29	427	582	667
30-39	470	508	529
40-49	403	327	370
50-64	247	263	283
65+	58	57	42
Unknown	0	6	0

## Percentages

	2023	2024	2025
<18	0.43%	0.46%	1.05%
18-29	26.49%	33.24%	34.90%
30-39	29.16%	29.01%	27.68%
40-49	25.00%	18.68%	19.36%
50-64	15.32%	15.02%	14.81%
65+	3.60%	3.26%	2.20%
Unknown	0.00%	0.34%	0.00%

Marathon Registrants by Age  
(raw numbers)



# M&T Bank VCM - Registrant Metrics

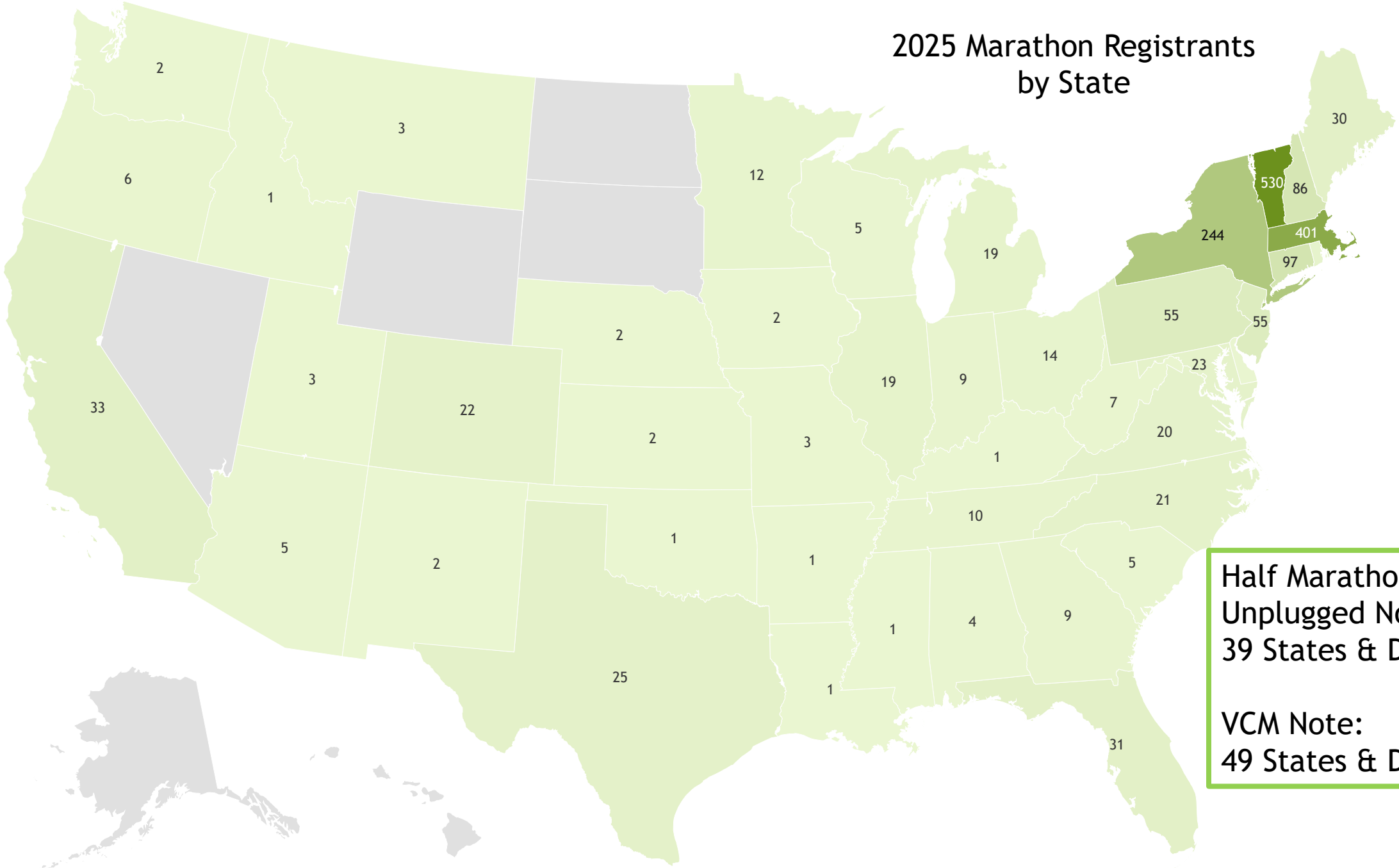
## Marathon Registrants by State: Raw Numbers

State	2023	2024	2025
VT	467	486	530
MA	311	420	401
NY	211	195	244
CT	75	102	97
NH	97	83	86
NJ	39	52	55
PA	47	50	55
ME	23	32	30

## Percentages

State	2023	2024	2025
VT	29.43%	28.35%	28.46%
MA	19.60%	24.50%	21.54%
NY	13.30%	11.38%	13.10%
CT	4.73%	5.95%	5.21%
NH	6.11%	4.84%	4.62%
NJ	2.46%	3.03%	2.95%
PA	2.96%	2.92%	2.95%
ME	1.45%	1.87%	1.61%

# 2025 Marathon Registrants by State



**Half Marathon  
Unplugged Note:  
39 States & D.C. (2026)**

**VCM Note:  
49 States & D.C. (2026)**

# M&T Bank VCM - Registrant Metrics

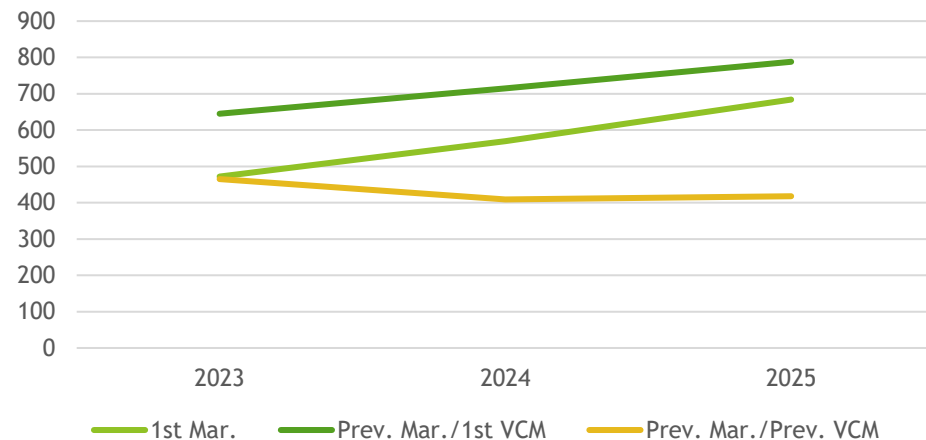
Marathon Registrants Experience Level:  
Raw Numbers

	2023	2024	2025
<b>1<sup>st</sup> Mar.</b>	472	569	684
<b>Prev. Mar./ 1<sup>st</sup> VCM</b>	645	715	788
<b>Prev. Mar/ Prev. VCM</b>	465	409	418

Percentages

	2023	2024	2025
<b>1<sup>st</sup> Mar.</b>	29.8%	33.6%	36.2%
<b>Prev. Mar./ 1<sup>st</sup> VCM</b>	40.8%	42.2%	41.7%
<b>Prev. Mar/ Prev. VCM</b>	29.4%	24.2%	22.1%

Marathon Registrants by Experience Level  
(raw numbers)



# Volunteer Metrics

# M&T Bank VCM - Volunteer Metrics

## Volunteer Slots Filled:

Task Category	Number of Slots
Aid Station	140
Bike	13
Community Support	1
Course Monitor	55
Expo	123
Finish Line	9
Green Team	20
Ham Radio	12
Med. Team	64
Racers' Services	32
REZ	24
Setup/Break Down	7
Volunteers' Services	4
Youth Events	38
<b>TOTAL</b>	<b>542</b>

## Notes:

- Does not include M&T Bank volunteers, on-course entertainment, or majority of the members of the Race Committee. While integral, these volunteers do not always register through the Volunteer Portal, making it more difficult to track.
- There were 486 unique volunteers that filled these 542 volunteer slots.
- Despite bringing on a Volunteer Coordinator who was instrumental in volunteer recruitment, the number of volunteers could be increased significantly, and the current volunteer pool will be a barrier to future growth.

Currently looking for 20 more course monitors!

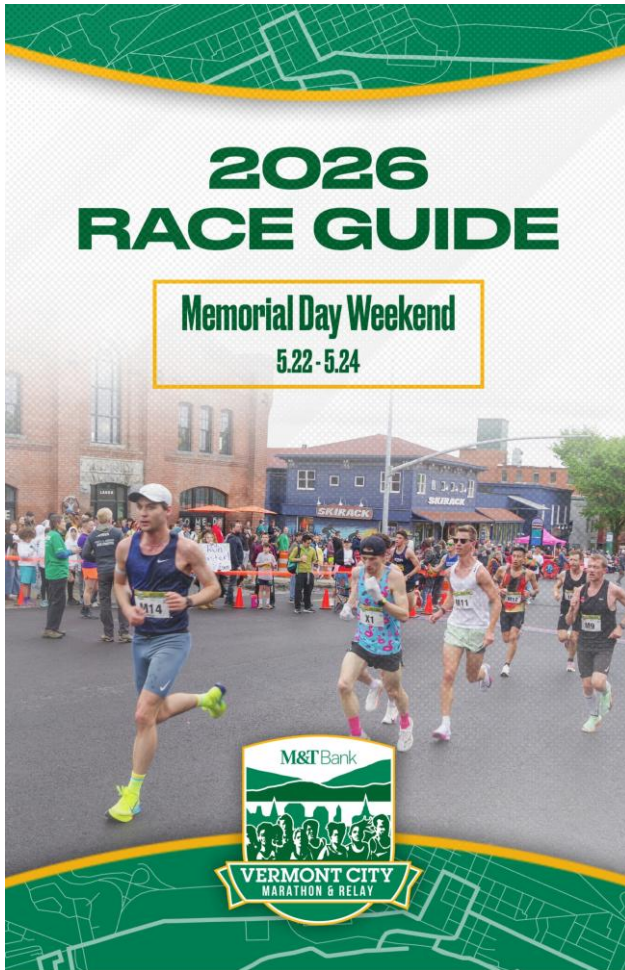
# 2026 M&T Bank Vermont City Marathon & Relay

SCAN HERE



# 2026 RACE GUIDE

**Memorial Day Weekend**  
5.22 - 5.24



## TABLE OF CONTENTS

3

### Welcome Letters

Heather Hennessy, Charir, RunVermont; Heidi Stumpff, Regional President M&T Bank; Burlington Mayor Emma Mulvaney-Stanak

7

### Schedules & Expo Programming

Weekend Schedule; Sports & Fitness Expo Programming

18

### M&T Bank Vermont City Two Mile & Mini Marathon

Schedule; course maps

22

### Maps & Transportation

Lodging; Parking; Shuttle Buses; Street Closures & Delays; Course Map; Waterfront Park Inset/Preferred Start (Sunday only)

26

### On-Course Services

A guide to aid stations and services on course (not including trash receptacles at each mile and entertainment)

27

### Race Day Essentials

Pre-Race Logistics; Relay Details; Event Alert System; Timing & Tracking; Pace Team; Post-Race Amenities

40

### Equal Distance Project

Sign on to create history with the Equal Distance Project

42

### Shirt Sunday, Medal Monday, Bib Bonus, Merch.

Show off your accomplishment (or volunteer contribution) and get discounts and offers from sponsors and local businesses (some online)

48

### Burlington & Surrounding Areas

The breadth of wonderful things to do in and around Burlington could fill several guides, but we've included some highlights

49

### Thank You

The M&T Bank Vermont City Marathon & Relay would not be possible without the support of sponsors or the RunVermont staff, Board, and volunteers



## WEEKEND SCHEDULE

### FRIDAY - MAY 22, 2026

**1:00 pm - 7:00 pm** **Sports & Fitness Expo**  
Get bib & race materials; visit exhibitors; purchase merch.; play Expo Bingo; attend live programming (DoubleTree)

**6:00 pm - 8:00 pm** **RunVermont Hall of Fame Induction Ceremony**  
**Invitation only** induction ceremony and awarding of the M&T Bank Achievement Award & Spirit of John Ewing Award

### SATURDAY - MAY 23, 2026

**7:45 am - 10:30 am** **M&T Bank Vermont City Two Mile & M&T Bank Mini Marathon**  
Detailed schedule and course maps

**9:00 am - 6:00 pm** **Sports & Fitness Expo**  
Get race materials; visit exhibitors; purchase merchandise; play Expo Bingo; attend live programming (DoubleTree)

### SUNDAY - MAY 24, 2026

**5:00 am - 6:00 am** **Race Day Bib Pickup**  
Last chance to get bibs and race materials (middle of Waterfront Park)

**7:00 am** **Pre-Race Announcements**  
Welcomes (Burlington Mayor Mulvaney-Stanak and Heidi Stumpf, M&T Bank) (northern end of Waterfront Park)

**7:10 am** **National Anthem**  
Performed by Lyric Theatre Company; Color Guard: Chiefs Burke & Curtin (northern end of Waterfront Park)

**7:15 am - 1:45 pm** **M&T Bank Vermont City Marathon & Relay**  
Course open; finish festival (Waterfront Park and City of Burlington)

7



## SPORTS & FITNESS EXPO PROGRAMMING

### FRIDAY - MAY 22, 2026

**2:00 pm** **Equal Distance Project Presentation and Q&A**  
Join Molly Peters, Head XC & Track Coach, Saint Michael's College, and equal distance advocate to learn about the Equal Distance Project and efforts to have all collegiate XC athletes compete at the 8K distance (Main Stage)

**3:30 pm** **The Fronrunner, Author Reading and Q&A**  
Hear Vermont author Brad Fawley read an excerpt of his novel The Fronrunner and learn more about his writing process (Main Stage)

**4:30 pm** **Best Day Ever, Screening**  
Watch a documentary about adaptive mountain bikers Greg Durso & Allie Bianchi as they tackle the daily challenges of disability and find joy, connection & belonging (Amphitheater)

**6:00 pm - 8:00 pm** **Laugh & Run Burlington**  
See comedian and runner Tommy McClellan-Willard headline a free comedy show (must reserve tickets, not suitable for children) (Emerald Ballroom)

8



## SPORTS & FITNESS EXPO PROGRAMMING

### SATURDAY - MAY 23, 2026

**10:30 am** **Best Day Ever, Screening**  
Watch a documentary about adaptive mountain bikers Greg Durso & Allie Bianchi as they tackle the daily challenges of disability and find joy, connection & belonging (Amphitheater)

**11:30 am** **Adaptive Athlete Panel**  
Learn about adaptive mountain biking in a panel discussion moderated by Kelly Brush, Founder, Kelly Brush Foundation, featuring Shannon Franks, athlete, & Nick Bennette, Executive Director, VMBA (Main Stage)

**12:30 pm** **The Fronrunner, Author Reading and Q&A**  
Hear Vermont author Brad Fawley read an excerpt of his novel The Fronrunner and learn more about his writing process (Main Stage)

**2:00 pm** **Equal Distance Project Presentation and Q&A**  
Join Molly Peters, Head XC & Track Coach, Saint Michael's College, and equal distance advocate to learn about the Equal Distance Project and efforts to have all collegiate XC athletes compete at the 8K distance (Main Stage)

**3:30 pm** **Vermont City Marathon Invited Runner Panel**  
Sub-elite runners, they're just like us (but faster). In this panel discussion with Scott Mindel, Ryan Smith, Sarah Shiman, and Paula Pridgen you'll learn how they fuel, how they relax, and how they balance training and life (Main Stage)

9

## COURSE MAP



## START & FINISH AREA | WATERFRONT PARK



## STREET CLOSURES & DELAYS



## Thank you to our 2026 Volunteers, Race Committee, Staff & Board (as of May 6, 2026)

Bob Abbey · Cormac Abbey · Finn Abbey · Molly Abbey · Shane Adaricci · Ella Agran · Karen Allen · Amado Almanzar · Denise Alosa · Beth Anderson · Nicholas Andrade · Bill Arango · Lori Arango · Victoria Ard · Howard Atherton · Greg Baker · Steven Baldasty · Heather Ballantine · Kate Barash-Engel · Dana Baron · Karen Baron · Max Baron · Phoebe Barron · Don Bartlett · Heather Barrows · Rich Bassett · Karen Bates · Mark Bates · Jake Bears · Ben Beaudoin · Sharon Beebe · Wayne Beebe · Mimi Behring · Michael Belanger · Kathleen Bell · Kevin Benway · Emily Benz · Julie Benz · Margie Berger · Nancy Berger · Dennis Bergeron · Gianetta Bertin · Judy Bilodeau · Paul Bilodeau · Allison Biunno · Madison Biunno · Julia Blackman · Merin Blake · Ruth Blauwiekel · Cindy Boardman · Bob Bolyard · Molly Bond · Jessica Borgens · Katharine Bosley · Kaelee Bouleris · Jessa Bradley · Rachel Branco · Aaron Brillhart · Anna Brillhart · Lila Brillhart · Susan Brizzolara · Ronald Brockman · Moe Brown · Pat Brown · Ruth Brown · Anne Bula · Orest Bula · Caroline Burgess · James Bushey · Alex Buswell · Grayson Buswell · Michelle Buswell · Kelly Byers · Yang Cai · Danielle Callard · Brian Candib · Erica Caputo · Kitty Karen Caron · Bob Cayia · Kathleen Chamberlain · Owen Chamberlain · Liz Champagne · Rachael Chertok · Kimberly Chesarek · Peter Chevalier · Jon Ciappa · Devaney Cochran · Wendy Coleman · Jennifer Companion · Keller Companion · Joe Connelly · Antonia Constantino · Russ Cooke · Steve Costello · Steve Cota · Garrett Cournoyer · Dave Couture · Josh Crandall · Melissa Cuke · Leah Curren · Harry Curth · Cynthia Davies · Sam Davis · Mica DeAngelis · Stephen DeMaio · Edward Demler · Grace Demler · Naima Dennis · Season Devereux · Anthea Dexter-Cooper · Ann Dixon · Carrie Dixon · Katie Dolbec · Taylor Donnelly · Kathleen Donohue · Nancy Dorn · Frank Driscoll · Harper Drourr · Sara Dunbar · Francine Dunn · Raymon Duquette · Angela Duquette-Catlett · Denise Durant · Espoir Dzingou · Michal (Michelle) Eakin · Marybeth Early · Mike Early · Edwin Eckel · Erin Farrell · Jennifer Faul · Victoria Faul · Patrice Fecteau · Whitney Feininger · Emily Feuka · Brendan Fisher · Kellan Fisher · Jon Floyd · William Foote · Barbara Forauer · Bob Forauer · Joanna Fortier · Francine Franich · Barbara Frankowski · Kyle Friis · Sylvie Frisbee · Carolyn (aka Frosty) Frost · Kayothia Frost · Aaron Fullerton · Jay Furr · Brigitte Gagne · Hugh Garavan · Eric Gauthier · Nicole Gerardi · Tina Giangrande · Niels Giddins · Tom Giroux · Amy Giuliani · Catherine Gladden · Lindsey Gleason · Rob Goulding · Thomas Grace · Katie Greco · Rosanne Greco · Denise Gregory · StaciAnne Grove · Steve Gronlund · Lisa Gunn · Oren Guttman · Natalie Guyette · Alexandra Haggarty · Thomas Halligan · Danielle Hampton · Lisa Hardy · Hillary Hare · Higley Harmon · Will Hart · Rich Haskell · Jim Heald · Mel Hel · Susan Held · Polly Heining · Richard Hemingway · Matthew Hemme · Heather Hennessy · Patrick Henry · Andi Higbee · Alexis Hill · Allyson Hodge · Lorraine Hoffman · Stephanie Hollop · Than Hood · Evan Horne · Michael Horton · Peggy Horton · Elana Houde · Judy Huether · Kathy Hushen · Jess Hutchinson · Phillips Hutchinson · Jason Huynh · Kathy Iwasaki · Carlyn Jablonski · Liz Jackson · Jordan Jacobsen · Rosy Jacobsen · Steve Jacobson · Sara Jelen · Jeremy Johnston · Anne Judson · Jessica Justice · Ann Kaiser · Howard Kalfus · Sue Kamp · Mike Kanarick · Mary Kao · Mary Kehoe · Bill Kellner · Elan Kennedy · Virginia Kernozycky · Ian Kilburn · Sarah Kleinman · Helen Koester · Tami Koester · Lee Krohn · Larry Kupferman · Celeste Kuta · Lynn Kynoch · Rachel Lachman · Dale LaCroix · Sarah Lamb ·

## And Sponsors

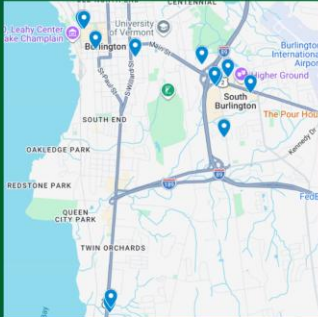
# M&T Bank



## Thank you to our 2026 Volunteers, Race Committee, Staff & Board (as of May 6, 2026)

Leah Lamphere · Caitlyn Landry · Catherine Lange · Michell Langlais · Seth Lasker · Claire Leahy · Lauren LeBlanc · Luc LeBlanc · Ruth Leech · Aria Leff · Chris Leister · Jan Leja · Dane Liebermann · Bella Listi · Elizabeth Lizzari · John Lombardi · Kim Lord · Christina Love · Valerie Lovett · Karen Lucas · Carrie Lyon · Chris Lyon · Gordon MacFarland · Greg MacGowan · Scott MacKenzie · Michael Maglione · Kiran Maharjan · Raymond Mainer · Barry Mansfield · Amy Marino · James Marino · Barney Matthews · Grace Matthews · Michael McCarthy · Sarah McCarthy · Elizabeth McCormick · Lisa McCusker · Isabella McDonald · Eric McDonnell · Amelia McIntire · Lori McKenzie · Patsy McLaughlin · Laura McNamara · Will McNulty · Chris Muzzy · Chris Metzler · Brendan Miles · Kari Miller · Lauren Miller · Nancy Millichamp · Suzanne Monzel · Christina Moore · Jesse Moore · Than Moore · Monica Morano · Sarah Morris · Walter Morris · James Mallowney · Mary Mallowney · Jennifer Nachbur · Chris Napolitano · Enzo Napolitano · Maureen Neumann · Nicki Nikkhoy · Emily Norris · Karen Oates · Shannon Osborne · Teage O'Connor · Alison O'Connor Sutherland · Joe O'Reilly · Rebecca O'Reilly · Coulter Ophardt · Janice Orlansky · Alex Paci · Connie Paci · Dianna Palmer · Julia Paradiso · Rachael Parker · Dahlia Pecchia · Scott Perrapat · Russell Petelle · Andrew Peters · Mya Peters · Bjorn Peterson · Jack Pilla · Meg Polyte · Susan Pratt · Kerstin Prevost · Daisy Proskauer · Nancy Pruitt · Donna Quinlan · Michael Rainville · Jessica Racusin · Paige Radney · Matthew Raymond · Monica Raymond · Nixie Raymond · Maija Reblin · Patrick Reed · Clorice Reinhardt · Belle Ribout · Wendy Rice · Scott Richards · Jenny Richer · Tim Riley · Susan Robbins · Juniper Roof · Max Rooney · Sarah Rosedahl · Jacob Royer · Jess Royer · Kian Ruid · Shannon Salembier · Augusta Sampson · Randy Sargent · Melissa Sargent-Minor · Janice Saulnier · Michael Sawitz · Ken Schatz · Kathy Schirling · Henry Schnaars · Mary Schnaars · Micael Serna · Ila Sewall · Sheryl Shaker · CarrieRae Shamel · Dawn Shand · Maureen Shannon · Brian Sicard · Wendy Sicard · Leela Sides · Kayla Siegriest · Colden Signell · Iris Signell · Evelyn Sikorski · Pam Simays · Connor Sims · Mo Simonds · Ken Skrien · Kalman Slater · Nora Slish · Rudy Spannaus · Frank Spaulding · Hannah Spence · Patrick Standen · Ayda Stapleton · Leslie Stapleton · Sophia Steele · Mitch Stern · Katie Stevens · Mike Stuart · Missy Stuart · Anne Sullivan · Cory Sullivan · Cherifa Swearingen · Shirley Sweet · Katherine Tabailoux · Rachel Tague · Charlene Tallman · Claudia Tarrant · Anya Taylor · Zachary Taylor · Jim Terry · Patrice Thabault · Linda Thatcher · Rebekah Thomas · Sophia Thomas · Christine Thomas-Demeritt · Nicole Thomas-Demeritt · Rowan Thomas-Demeritt · Zelia Thomas-Demeritt · Kate Clancy Thompson · Chris Thrane · Lisa Tomares · Steve Touboulic · Andrew Toy · Gretchen Toy · Joanna Toy · Kristen Toy · Anne Treadwell · Jonathan Trefry · Molly Trivento · Gabby TrudeauTrudeauVictoria Truono · Beth Truzansky · Tracy Truzansky · Julianne Tung · Keren Turner · James Varian · Christine Vatovec · Debra Vogl · Jodi Volkman · Paul Wagner · Phil Wagner · Sarah Wagner · Susan Wagner · Scott Warthin · Hardin Watkins · Kyra Weaver · Bryan Wemple · Barry Whitworth · Elzy Wick · Whitney Widger · Kristen Wiley · Melissa Willette · Kate Williams · Todd Williams · Sara Wing · Annie Winkler · Ellen Wolfson · Joanne Wolfe · Larissa Woods · Michael Wrobel · Justin Wygmans · Maura Wygmans · Hannah Yindra · Michelle Young · Stephanie Young · Lisa Zengilowski · Sophia Zheng · Xu Zhou · Victor Zimmerman

## LODGING PARTNERS



## PARKING

There is plenty of free parking available within 3/4 mile of the start/finish area. City meters and garages in Burlington are free on Sundays unless otherwise noted.

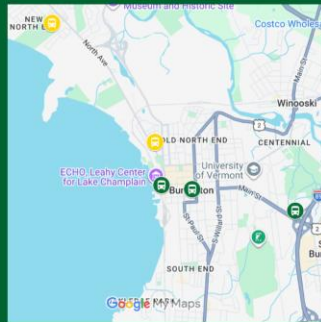
### PARKING MAP

Please do not park in any of the church parking lots. Those who park in the Waterfront Park area may find it difficult to exit prior to noon due to racers on the course.

## SHUTTLE BUSES

On race day, we offer shuttle buses between:

- The DoubleTree and Waterfront Park (College Street/Lake Street) (5:30 AM to 7:00 AM and 11:45 AM to 3:00 PM);
- The DoubleTree and Church Street/Main Street (7:00 AM to 11:45 AM); and
- A few blocks north of Waterfront Park (North Street/Drew Street) and the fourth relay exchange zone at Leddy Park (8:30 AM to 1:45 PM). Anyone may ride these buses (participants or spectators).



(maps are hyperlinked & interactive)

22





## SHIRT SUNDAY, MEDAL MONDAY, BIB BONUS

(Offers and congratulations from sponsors and local businesses)

### SAVU SAUNA

Savu Sauna, Burlington (50 Lakeside Ave.) is offering racers and their families two opportunities for post-race recovery. On race day from 3-4pm (12 spots available, for sauna only, at \$10 per person - [sign up here](#) in advance). Participants may also use the code VTCity20 for 20% off a private session at Savu Sauna valid May 25-May 30. [Reserve here](#).

### WILLOW HOUSE

Willow House (11 Falls Road, Shelburne) is offering participants and volunteers 15% off any one item purchased from the store with proof of medal, shirt, or race bib. Show your new treasure for a discount on an old treasure and leave Vermont with an extra special memento.

**Untapped.** Fuel. Naturally.

**freelance vermont**  
connect with local creatives

List your freelance business  
**FREE for 12-months**  
Coupon Code: **VCM26**

freelancevermont.com  
info@freelancevermont.com

Offer applies to "monthly listing" only.  
Offer expires 12/31/26. Limit 10 per person.

untapped.cc 15% off with Code VCM2026

**Wear that bib, medal, or shirt with pride! A true opportunity to put your accomplishment (or volunteer contribution) on display on Burlington's pedestrian marketplace!**

## VERMONT CITY MARATHON DISCOUNTS!



On the Marketplace for the Marathon?  
Enjoy the following discounts at Church Street Marketplace businesses through Monday, May 25, 2026.

<b>Ben &amp; Jerry's</b> 10% off final purchase <small>excluding ice cream cakes, catering, and bulk purchases</small>	<b>Danforth Pewter</b> 10% off specific items
<b>Bickford USA</b> 20% off	<b>ECCO Clothes</b> 20% off an item
<b>Daydream Art Supply</b> 5% off <small>some exclusions apply</small>	<b>Frog Hollow</b> 10% off
<b>Flora &amp; Fauna</b> 10% off	<b>Harbour Thread</b> 15% off one item
<b>Gaku Ramen</b> 15% off	<b>Kru Coffee</b> 10% off
<b>Insomnia Cookies</b> 10% off	<b>Whim</b> 10% off
<b>Lake Champlain Chocolates</b> 10% off	<b>Pepper Palace</b> 10% off
<b>Saratoga Olive Oil</b> 10% off	<b>The Optical Center</b> 10% off
<b>Tradewinds Imports</b> 10% off <small>full price items</small>	<b>Smugglers' Notch Distillery &amp; Vermont Distillers</b> 10% off* <small>excluding 375ml and 750ml alcohol bottles</small>
<b>Whizbangs Candy Lab</b> 10% off	<b>Zinnia</b> 10% off <small>regular priced items</small>
<b>Bertha Church</b> 20% off	Thanks for supporting small and local! Enjoy your discounts. Burlington, VT

# Economic Impact Estimate

# Estimating the Economic Impact of the M&T Bank Vermont City Marathon

- A **conservative** estimate is that the M&T Bank Vermont City Marathon & Relay brings in between \$2.9 and \$3.3 million in revenue (exclusive of state and local tax revenue) for Burlington and the surrounding area in hotels, food, drinks, and registration revenue for RunVermont (the majority of which is put back into the community).
- **Lodging:** Assumes 750 lodging night reservations in Burlington at \$300/night and 2,250 lodging night reservations outside Burlington at \$200/night. Yields approximately \$675,000 in lodging revenue.
- **Food & Drink Participants:** Assumes that
  - 25% of Vermont participants spend \$0 on food and drink;
  - 25% of Vermont participants and 25% of non-Vermont participants spend \$50 on food and drink;
  - 25% of Vermont participants and 50% of non-Vermont participants spend \$100 on food and drink; and
  - 25% of Vermont participants and 25% of non-Vermont participants spend \$300 on food and drink.

▶ Yields approximately \$620,000 in food and drink revenue for participants.

# Estimating the Economic Impact of VCM (continued)

- **Food & Drink Spectators:** Assumes that
  - 10% of Vermont spectators spend \$0 on food and drink;
  - 75% of Vermont spectators spend \$25 on food and drink;
  - 5% of Vermont spectators and 25% of non-Vermont spectators spend \$50 on food and drink;
  - 5% of Vermont spectators and 50% of non-Vermont spectators spend \$100 on food and drink; and
  - 5% of Vermont spectators and 25% of non-Vermont spectators spend \$300 on food and drink.
  - ▶ Yields approximately \$815,000 in food and drink revenue for participants.
- This conservative estimate does not include significant M&T Bank Vermont City Marathon & Relay participant expenditures such as:
  - Transportation (rental cars, revenue to the airport, vehicles for hire (cabs and Uber/Lyft), parking);
  - Entertainment (tourist activities, movies);
  - Purchases at the Sports & Fitness Expo (many local vendors);
  - Purchases at local businesses (souvenirs); and
  - Other miscellaneous travel expenses.
- This conservative estimate also does not include an estimate of the economic impact of the RunVermont youth running events that take place the day before VCM and draw ~500 youth and their families to Waterfront Park on Saturday morning or RunVermont's year-round programming.

# Questions? Please contact:

Anthea Dexter-Cooper (she/her)  
Executive Director, RunVermont  
(802) 863-8412 | (917) 520-6105  
[anthea@runvermont.org](mailto:anthea@runvermont.org)

**Resolution Relating to**

**REINSTATING THE BURLINGTON AGING COUNCIL  
AND IMPLEMENTING THE AGE-STRONG BTV PLAN**

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

Sponsor(s): Councilors Schachter,  
Carpenter, Grant, and Sanchez-  
Parkinson  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

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

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

- 1 That WHEREAS, older residents of Burlington are valued members of the community; and
- 2 WHEREAS, older adults are as diverse as the communities in which they live and are Burlington’s
- 3 homeowners, renters, taxpayers, business owners, entrepreneurs, employees, volunteers, civic leaders, artists,
- 4 musicians, writers, and more; and
- 5 WHEREAS, the share of Burlington residents age 65 and older is growing and is projected to continue
- 6 to increase faster than any other age cohort, underscoring the need for coordinated planning and policy
- 7 leadership; and
- 8 WHEREAS, ageism and social isolation are embedded in our culture and continue to impact our
- 9 community’s seniors, leading to increased mortality and poor health outcomes; and
- 10 WHEREAS, Burlington has an opportunity to address these challenges through education, intentional
- 11 inclusion, advocacy, and responsive programming; and
- 12 WHEREAS, in 2019 the City Council created the Senior Study Committee to review and make
- 13 recommendations regarding the long-term provision of senior services in Burlington; and
- 14 WHEREAS, the City Council subsequently supported the formation of Burlington’s Aging Council to
- 15 elevate the contributions of older adults, raise issues facing older residents and service providers, and make
- 16 policy recommendations to the Mayor and City Council; and
- 17 WHEREAS, the Aging Council, with support from CEDO, developed the Age-Strong BTV Plan,
- 18 which provides a comprehensive framework to guide City policy, programs, and investments affecting older
- 19 adults. This Plan was formally adopted by the City Council on May 19, 2025; and
- 20 WHEREAS, the Age-Strong BTV Plan identifies key focus areas including housing, transportation,
- 21 health and wellness, food security, social inclusion, and civic engagement, and calls for sustained coordination
- 22 across City departments and community partners; and

**Resolution Relating to REINSTATING THE BURLINGTON AGING COUNCIL AND IMPLEMENTING THE AGE-STRONG BTV PLAN**

23 WHEREAS, in Fiscal Year 2026 the City sunsetted the CORE Adult Center located at the ONE  
24 Community Building, which had provided recreational programming and support for seniors at a central  
25 location in the Old North End, and also allocated a one-time \$50,000 to support programming for seniors; and

26 WHEREAS, a standing advisory body is necessary to ensure that the voices of older adults remain at  
27 the forefront of City decision-making and that the recommendations of the Age-Strong BTV Plan are  
28 implemented, tracked, and updated over time;

29 NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby reinstates the Burlington  
30 Aging Council as a formal advisory body to the Mayor and City Council; and

31 BE IT FURTHER RESOLVED, that the Office of Racial Equity, Inclusion and Belonging shall  
32 provide staff support to the Aging Council; and

33 BE IT FURTHER RESOLVED, that the purpose of the Aging Council shall be to:

- 34 1. Elevate the contributions of older adults in Burlington;  
35 2. Identify and raise issues impacting older residents and the organizations that serve them;  
36 3. Make policy and budget recommendations to the Mayor and City Council; and  
37 4. Lead, monitor, and support the implementation of the Age-Strong BTV Plan; and

38 BE IT FURTHER RESOLVED, that the Aging Council shall prioritize implementation of the  
39 recommendations contained in the Age-Strong BTV Plan, including identifying actionable steps, timelines,  
40 and metric for progress, and shall provide regular updates to the City Council; and

41 BE IT FURTHER RESOLVED, that the Aging Council’s focus areas shall include, but not be limited  
42 to: housing affordability and accessibility, transportation, health and wellness, food security, accessible public  
43 spaces, social inclusion, technology access, civic engagement, economic opportunity, and support for  
44 caregivers; and

45 BE IT FURTHER RESOLVED, that Aging Council members shall be jointly appointed by the City  
46 Council and the Office of Racial Equity, Inclusion and Belonging to two-year terms and shall include:

- 47 • 1 member representing an organization providing supportive housing for older adults in Burlington  
48 • 1 member representing an organization providing direct services to older adults to age in place  
49 • 1 member representing an organization that directly advocates on behalf of the needs of and  
50 opportunities for older adults  
51 • 1 member representing a senior center in Burlington  
52 • 1 member representing an organization supporting New Americans in Vermont  
53 • 1 member representing an organization providing recreational programming for seniors

**Resolution Relating to REINSTATING THE BURLINGTON AGING COUNCIL AND IMPLEMENTING THE AGE-STRONG BTV PLAN**

- 54 • 1 member representing the City’s Parks, Recreation & Waterfront Department
- 55 • 1 member representing Fletcher Free Library
- 56 • 1 older adult living in Burlington, who may be affiliated with the above-mentioned organizations
- 57 but does not have to be; and

58 BE IT FURTHER RESOLVED, that the City Council directs the Aging Council to report back within  
59 one year with progress on implementation of the Age-Strong BTV Plan and recommendations for any updates  
60 or additional actions needed to ensure Burlington is an age-friendly community.

61 AS/Resolutions 2026/*Reinstating the Aging Council and Implementating the Age-Strong BTV Plan*  
62 April 24, 2026  
63

**Resolution Relating to**

**REINSTATING THE BURLINGTON AGING COUNCIL  
AND IMPLEMENTING THE AGE-STRONG BTV PLAN**

**RESOLUTION 7.2.**

Sponsor(s): Councilors Schachter,  
Carpenter, Grant, and Sanchez-  
Parkinson

Introduced: 05/11/26

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

Action: adopted as amended

Date: 05/11/26

Signed by Mayor: 05/12/26

**CITY OF BURLINGTON**

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

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

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- 20 WHEREAS, the Age-Strong BTV Plan identifies key focus areas including housing, transportation,
- 21 health and wellness, food security, social inclusion, and civic engagement, and calls for sustained coordination
- 22 across City departments and community partners; and

\* \* \* \* \*

ORIGINAL

DISTRIBUTION:

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

RESOLUTION RELATING TO

.....

.....

.....

.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

23 WHEREAS, in Fiscal Year 2026 the City sunsetted the CORE Adult Center located at the ONE  
24 Community Building, which had provided recreational programming and support for seniors at a central  
25 location in the Old North End, and also allocated a one-time \$50,000 to support programming for seniors; and

26 WHEREAS, a standing advisory body is necessary to ensure that the voices of older adults remain at  
27 the forefront of City decision-making and that the recommendations of the Age-Strong BTV Plan are  
28 implemented, tracked, and updated over time;

29 NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby reinstates the Burlington  
30 Aging Council as a formal advisory body to the Mayor and City Council; and

31 BE IT FURTHER RESOLVED, that the Office of Racial Equity, Inclusion and Belonging shall  
32 provide staff support to the Aging Council; and

33 BE IT FURTHER RESOLVED, that the purpose of the Aging Council shall be to:

- 34 1. Elevate the contributions of older adults in Burlington;
- 35 2. Identify and raise issues impacting older residents and the organizations that serve them;
- 36 3. Make policy and budget recommendations to the Mayor and City Council; and
- 37 4. Lead, monitor, and support the implementation of the Age-Strong BTV Plan; and

38 BE IT FURTHER RESOLVED, that the Aging Council shall prioritize implementation of the  
39 recommendations contained in the Age-Strong BTV Plan, including identifying actionable steps, timelines,  
40 and metric for progress, and shall provide regular updates to the City Council; and

41 BE IT FURTHER RESOLVED, that the Aging Council's focus areas shall include, but not be limited  
42 to: housing affordability and accessibility, transportation, health and wellness, food security, accessible public  
43 spaces, social inclusion, technology access, civic engagement, economic opportunity, and support for  
44 caregivers; and

45 BE IT FURTHER RESOLVED, that Aging Council members shall be recommended by the Office of  
46 Racial Equity, Inclusion and Belonging and appointed by the City Council, with half of the members serving  
47 two-year terms and the other half serving one-year terms beginning July 1, 2026, and shall include:

- 48 • 1 member representing an organization providing supportive housing for older adults in Burlington
- 49 • 1 member representing an organization providing direct services to older adults to age in place
- 50 • 1 member representing an organization that directly advocates on behalf of the needs of and  
51 opportunities for older adults
- 52 • 1 member representing a senior center in Burlington
- 53 • 1 member representing an organization supporting New Americans in Vermont

\* \* \* \* \*

ORIGINAL

DISTRIBUTION:

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

RESOLUTION RELATING TO

.....  
.....  
.....

.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

.....

Vol. .... Page .....

\* \* \* \* \*

REINSTATING THE BURLINGTON AGING COUNCIL AND  
IMPLEMENTING THE AGE-STRONG BTV PLAN

- 54 • 1 member representing an organization providing recreational programming for seniors
- 55 • 1 member representing the City's Parks, Recreation & Waterfront Department
- 56 • 1 member representing Fletcher Free Library
- 57 • 1 older adult living in Burlington, who may be affiliated with the above-mentioned organizations
- 58 but does not have to be; and

59 BE IT FURTHER RESOLVED, that the City Council directs the Aging Council to report back within  
60 one year with progress on implementation of the Age-Strong BTV Plan and recommendations for any updates  
61 or additional actions needed to ensure Burlington is an age-friendly community.

62  
63 AS/Resolutions 2026/*Reinstating the Aging Council and Implementating the Age-Strong BTV Plan*  
64 April 24, 2026

\* \* \* \* \*

ORIGINAL

RESOLUTION RELATING TO

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

REIB staff

Reinstating The Burlington Aging Council And Implementing The Age-Strong BIV Plan

*A AS amended*

Adopted by the City Council

May 11, 20 26

*Paul Green* Clerk

Approved *May 12*, 20 *26*

*Council Green* Mayor

Vol. .... Page .....

Attest:  
*Lori Olberg*  
Lori Olberg  
Council and Licensing Coordinator

\* \* \* \* \*



# Memo

**Date:** May 11, 2026

**To:** City Council

**From:** Maddy Suender, Public Works Engineer  
Max Madalinski, Associate Parks Project Manager

**CC:** Chapin Spencer, Director of Public Works  
Phil Lewis, Director of Parks Recreation and Waterfront  
Laura Wheelock, PE, City Engineer/Division Director – Technical Services  
Sophie Sauvé, PLA, LEED A.P. Parks Planning Division Director  
Phillip Peterson, PE, Senior Transportation Engineer & Planner

**Subject:** VT Rt 127 Shared Use Path Scoping Study Project Preferred Alternative Approval

**Request:**

We are respectfully requesting that the City Council approve the following motion:

To approve the VT Rt 127 Shared-Use Path Scoping Study Project Advisory Committee’s selection of Alternative 1 to reallocate space for a Shared-Use Path on the north side of the existing bridge over VT Rt 127.

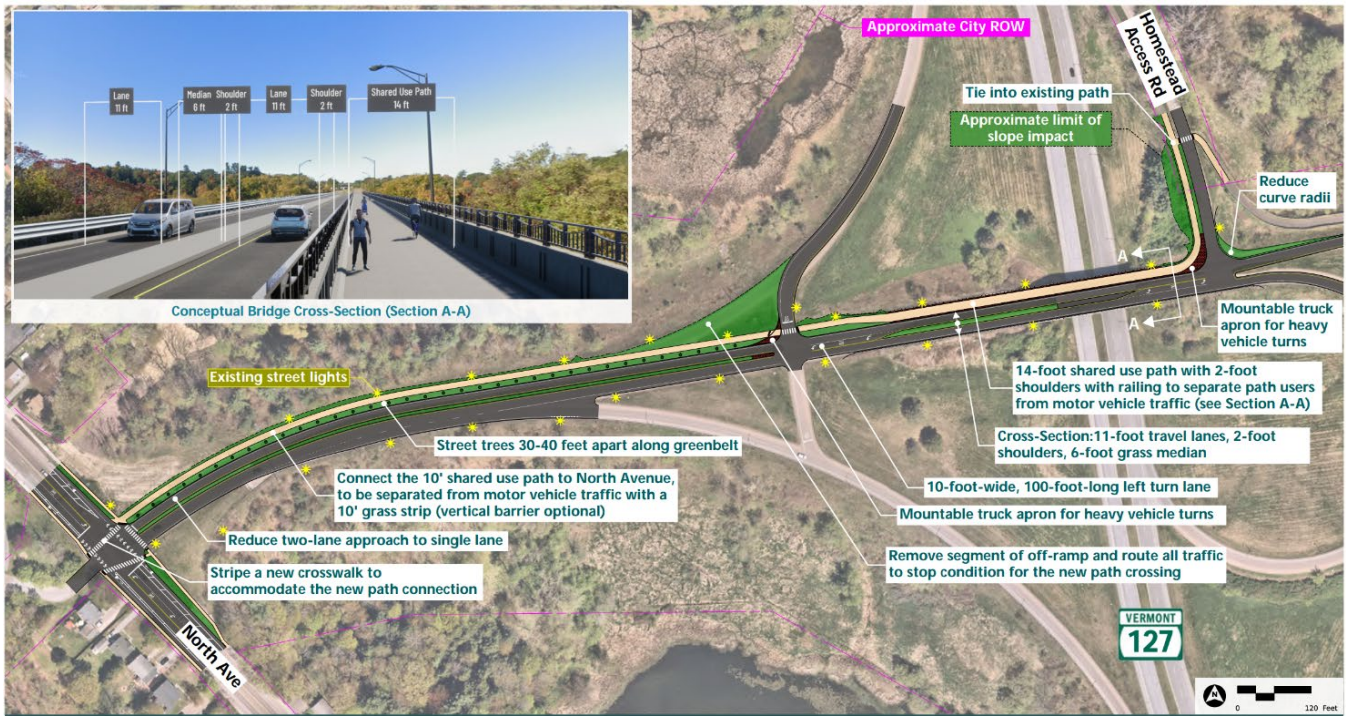
This recommendation was approved by the Transportation, Energy, and Utilities Committee on April 28<sup>th</sup>, 2026.

**Preferred Alternative Recommendation**

The preferred alternative, known as Alternative 1: Reallocation of Existing [VT Rt 127] Bridge Space, received the most support from the public and Advisory Group, was the most cost effective, and met all the needs outlined in the scoping study. Table 2: Evaluation Matrix, the Draft Report shows a comparison of all the alternatives looked at by this effort.

The lane allocation over the bridge is shown in Figure 1 for the preferred alternative. In addition to this change, this alternative also recommends other improvements that are also outlined in Figure 1.

Figure 1: Preferred Alternative



In addition to this preferred connection. The report also outlined the status of the entire path in terms of shared-use-path standards for comfort and safety.

## Background

The VT 127 path directly connects Burlington’s New North End (NNE) and Old North End (ONE) neighborhoods. It is frequently used by commuters, recreational cyclists and pedestrians to access their neighborhoods and the Winooski Valley Park District’s Ethan Allen Homestead. However, parts of the path are narrow, the fence is frequently damaged from vehicles and there are limited access points reducing its use by a wider public. BPRW/DPW pursued this scoping and feasibility study to identify ways to improve the path and potentially create an additional connection to elevate it as part of the City’s network of bike/ped infrastructure.

The project website is located at: <https://www.ccrpcvt.org/our-work/transportation/current-projects/walk-bike/vt-127-shared-use-path-connection-study/#public>

Additionally, the 2017 planBTV Walk/Bike Plan documented the VT 127 Shared Use Path as needing improvements and the recent PlanBTV NNE explored alternatives for re-envisioning the intersection of Rt 127 and North Ave, including creating a connection to the VT 127 Path.

## Purpose & Need

Burlington BPRW/DPW collaborated with the CCRPC, and our engineering consultant VHB on this project. BPRW applied for planning funds in fiscal year (FY) '24 during the CCRPC’s Unified Planning Work Program (UPWP) and signed the contract in FY'25 to perform this study.

Purpose: The purpose of the VT 127 Shared Use Path Scoping Study is to identify and evaluate opportunities to provide a new active transportation connection between North Avenue and the VT 127 Shared Use Path at the interchange. Additionally, this study will assess the safety of path users in relation to roadway departure crashes from VT 127 and evaluate opportunities for path widening to meet state and local standards.

Need: The study is driven by opportunities to improve accessibility and safety for users of the VT 127 Shared Use Path. Specific needs are identified below:

- **A New Connection to North Avenue:** Providing a new connection between the VT 127 Shared Use Path and North Avenue at the interchange has long been desired. Such a connection has been identified in both the planBTV Walk Bike Plan (2017) and the Burlington School District Travel Plan (2022). This connection will facilitate improved access for path users between the New North End and Old North End neighborhoods and more direct connections to important destinations like the Intervale Center, Ethan Allen Homestead, neighborhood parks and beaches, and Burlington High School.
- **Trail Widening:** Along the existing VT 127 Shared Use Path, particularly in the northern section, the width of the path is substandard. There is a need to assess opportunities and constraints for widening the path to meet state and local standards, and to provide a safer, more accessible, and comfortable shared use facility.
- **Improving Safety:** VT 127 has a history of roadway departure crashes reaching the shared use path, some of which pose safety concerns to adjacent path users. Path safety, relative to roadway departure crashes, needs to be assessed to determine appropriate countermeasures to mitigate the risk posed to path users.

## Public Engagement

BPRW/DPW hosted two public meetings to discuss this project. Since the path spans from the Old North End (ONE) to the New North End (NNE), the first public meeting was held at the ONE Community Center and the second in the NNE at Hunt Middle School.

- Local Concerns Meeting (1/30/25): Intended to solicit input at the onset of the project, the team provided an overview of the project and then asked the attendees to identify any opportunities and concerns related to the interchange or VT 127 Shared Use Path. Common themes were:
  - Intersection safety at the Homestead Access Road, North Avenue, and Manhattan Drive
  - Lack of VT 127 Shared Use Path entry points
  - Lack of maintenance of vegetation, detritus, and cracks in the path
  - Potential to refurbish the “Bridge to Nowhere”
  - Safety concerns with crashes on VT 127 reaching the shared use path
  - Improved pedestrian-scale lighting
- Alternatives Presentation Meeting (7/23/25): The project team presented three alternatives to the public for input. Public sentiment heavily favored Alternative 1, Reallocation of Existing

Bridge Space, with 21 votes, compared to one vote for Alternative 2 and two votes for Alternative 3. Concerns and questions about Alternative 1 included:

- Desire for further separation of bicycle and pedestrian traffic on the bridge.
- Unsafe vehicle speeds and potential lack of stop compliance on the southbound off-ramp.
- Aesthetic concerns about an exposed path with no tree cover at an interchange.

Additionally, this project was supported by an Advisory Group (AG) consisting of members of the Ward 2 and 7 NPAs, the DPW Commission, Parks and Recreation Commission, and Walk/Bike Council, Winooski Valley Park District (WVPD), and additional staff from BPRW and DPW. Three AG meetings were held in-between and following the public meetings on the following dates:

- December 2, 2024
- March 24, 2025
- September 10, 2025

AG members reviewed study materials and provided feedback, communicated with and provided updates to their organizations/constituents, and participated in developing the purpose and need statement, alternatives, and recommendations.

### **Implementation Approach and Timeline**

The proposed improvements for the existing path identified in the Safety Assessment (Appendix B) and Widening Feasibility (Appendix E) memos may be implemented in the short term. These include relatively low-cost treatments, such as the installation of new guardrail along specific segments of VT 127 northbound, the repair of damaged pavement on the path, and path widening in areas currently less than 10 feet in width.

Given the projected cost of the preferred alternative for the new connection, this recommendation is inherently a longer-term consideration for the City. It is recommended that collaboration continue with planBTV efforts in the New North End to ensure that recommendations for the VT 127 and North Avenue intersection align with, or at least do not preclude, the recommended preferred alternative of this study.

Funding ideas were explored as part of the study. Grant opportunities are highlighted in Section 5.3.1 of the Final Report (Attachment 1) which include:

- VTrans Bicycle and Pedestrian Program
- Transportation Alternatives Program (TAP)
- Vermont Community Development Program
- AARP Vermont's Placemaking Grant Program

### **Attachments**

1. Final Report

## **Motion**

### Proposed Actions for the 5/11/26 City Council:

1. To approve the VT Rt 127 Shared-Use Path Scoping Study Project Advisory Committee's selection of Alternative 1 to reallocate space for a Shared-Use Path on the north side of the existing bridge over VT Rt 127.

# Vermont Route 127 Shared Use Path Scoping Study

Burlington, Vermont

PREPARED FOR



**CHITTENDEN COUNTY RPC**  
*Communities Planning Together*

Chittenden County Regional Planning Commission  
110 West Canal Street, Suite 202  
Winooski, VT 05404

PREPARED BY



20 Winooski Falls Way, Suite 400B  
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**JANUARY 2026**

# Table of Contents

<b>1</b>	<b>Introduction.....</b>	<b>1</b>
1.1	Project Overview .....	2
1.2	Project Team.....	4
1.3	Project Purpose and Needs Statement.....	4
1.3.1	Project Purpose .....	4
1.3.2	Project Needs .....	4
<b>2</b>	<b>Existing Conditions .....</b>	<b>5</b>
2.1	Study Area Description.....	6
2.2	System Characteristics .....	8
2.3	Safety Assessment.....	8
2.4	Natural, Cultural and Historic Resources.....	9
2.5	Site Walk / Path Inventory.....	13
2.6	Previous and Ongoing Plans and Studies.....	16
<b>3</b>	<b>Public Outreach .....</b>	<b>17</b>
3.1	Project Team.....	18
3.2	Public Involvement Plan.....	18
3.3	Advisory Group Meetings.....	18
3.3.1	AG Meeting #1.....	18
3.3.2	AG Meeting #2.....	19
3.3.3	AG Meeting #3.....	20
3.4	Public Meetings and Presentations .....	20
3.4.1	Local Concerns Meeting .....	20
3.4.2	Draft Alternatives Presentation .....	21
3.4.3	Presentation of the Recommended Preferred Alternative .....	22
<b>4</b>	<b>Alternatives Analysis.....</b>	<b>23</b>
4.1	Alternatives Development Process .....	24
4.2	Alternative 1 – Reallocation of Existing Bridge Space.....	24
4.3	Alternative 2 – New Bike/Ped Bridge.....	27
4.4	Alternative 3 – “Bridge to Nowhere” .....	29
4.5	No Build.....	31
4.6	Evaluation Matrix .....	31
4.6.1	Conceptual Cost Estimates .....	31
4.6.2	Purpose and Needs.....	32
4.6.3	Impacts.....	32
4.6.4	Embodied Carbon.....	32

**5 Preferred Alternative .....33**

5.1 Preferred Alternative Refinements..... 34

5.1.1 Increased Separation and More Green Space..... 34

5.1.2 Westbound Lane Removal along VT 127 Off-Ramps..... 36

5.2 Implementation ..... 36

5.3 Funding Opportunities ..... 37

5.3.1 State and Local Grants..... 37

5.3.2 Federal Grants..... 37

## List of Figures

Figure No.	Description	Page
Figure 1	Study Area .....	3
Figure 2	Interchange Focus Area .....	3
Figure 3	Recommended Locations of New Guardrail Installations .....	9
Figure 4	Archaeologically Sensitive Areas .....	11
Figure 5	Historic Resources and Section 4(f) Resources .....	12
Figure 6	A Screenshot of the Web Map Interface .....	13
Figure 7	Natural Resources – Study Area .....	14
Figure 8	Natural Resources – Interchange .....	15
Figure 9	Community Engagement Survey Results.....	19
Figure 10	Conceptual Design of Alternative 1 – Reallocation of Existing Bridge Space.....	26
Figure 11	Conceptual Design of Alternative 2 – New Bike/Ped Bridge .....	28
Figure 12	Conceptual Design of Alternative 3 – “Bridge to Nowhere” .....	30
Figure 13	A View of the Preferred Alternative from East of the Bridge, Facing East.....	34
Figure 14	Conceptual Layout Plan of the Preferred Alternative .....	35

## List of List of Tables

Table No.	Description	Page
Table 1	Historic and Cultural Resources Review .....	10
Table 2	Evaluation Matrix .....	31

## List of Photos

Photo No.	Description	Page
Photo 1	Facing west on the “Bridge to Nowhere” over VT 127.....	7
Photo 2	Engagement at the Local Concerns Meeting.....	21
Photo 3	Engagement at the Draft Alternatives Presentation.....	22

# Appendices

- A** VT 127 Bridge Inspection Report
- B** Safety Assessment Memo
- C** Archaeological Resources Assessment Report
- D** Historic Resources Assessment Memo
- E** Path Widening Feasibility Memo
- F** Public Involvement Plan
- G** Public Survey Results
- H** Public Meeting Materials
- I** Traffic Operations Analysis Results
- J** Preferred Alternative Cost Estimate



# 1

## Introduction

The VT 127 Shared Use Path Scoping Study explores opportunities to create a new multimodal connection between North Avenue and the existing VT 127 Shared Use Path in Burlington, VT. The project team developed several alternatives for this connection, guided by ongoing input from the public and key stakeholder groups. Each alternative was evaluated for its alignment with the project's Purpose and Needs Statement, its potential impacts on natural, cultural, and historic resources, its consistency with regional planning efforts, and its estimated implementation costs.

Following the thorough scoping process, the team identified a recommended preferred alternative that best meets community needs and technical requirements. In addition to scoping the new connection, the study also includes two technical memos summarizing a Safety Assessment of the path as it relates to roadway departure crashes from VT 127, and a Trail Widening Feasibility Assessment. These recommendations reflect both technical analysis and community priorities for this crucial active transportation facility.

## 1.1 Project Overview

Through collaboration with the City of Burlington Parks, Recreation, and Waterfront (BPRW) and Chittenden County Regional Planning Commission (CCRPC), VHB developed and evaluated detailed alternatives for a new multi-use connection between the existing VT 127 Shared Use Path and North Avenue near the “North Ave Beaches” interchange in Burlington’s New North End neighborhood. As shown in Figure 1, the study area encompasses 70.7 acres and includes the existing VT 127 Shared Use Path from the southern terminus at Manhattan Drive in the Old North End neighborhood to the northern terminus at a grade-separated crossing to Ethan Allen Parkway in the New North End neighborhood. While the current path offers connections to the Ethan Allen Homestead and other community resources, it lacks a central active transportation connection to North Avenue. Figure 2 shows the interchange focus area for the new connection.

Additionally, the VT 127 Shared Use Path ranges from eight to 10 feet wide, is damaged or overgrown by vegetation in some segments, and is in close proximity to vehicular traffic on VT 127. This results in uncomfortable conditions for pedestrians and bicyclists when using the path, which this study aims to address through an analysis of where widening or shifting the path is feasible and recommended. Potential safety improvements were also assessed based on a review of VT 127’s crash history.

Figure 1 Study Area



Figure 2 Interchange Focus Area



## 1.2 Project Team

The project team includes representatives from the CCRPC and the City of Burlington, including members of the BPRW and the City's Department of Public Works (DPW). The team provided guidance throughout the scoping study and assisted in efforts to communicate messaging about public meetings, develop the Purpose and Needs Statement, and review draft public engagement materials and conceptual alternatives.

## 1.3 Project Purpose and Needs Statement

The project team developed the following Purpose and Needs Statement with stakeholder input. The concerns and needs expressed by the public early in the scoping process served as a touchpoint and were referred to throughout the project.

### 1.3.1 Project Purpose

The purpose of the VT 127 Shared Use Path Scoping Study is to identify and evaluate opportunities to provide a new active transportation connection between North Avenue and the VT 127 Shared Use Path at the interchange. Additionally, this study will assess the safety of path users in relation to roadway departure crashes from VT 127 and evaluate opportunities for path widening to meet state and local standards.

### 1.3.2 Project Needs

The study is driven by opportunities to improve accessibility and safety for users of the VT 127 Shared Use Path. Specific needs are identified below:

- › **A New Connection to North Avenue:** Providing a new connection between the VT 127 Shared Use Path and North Avenue at the interchange has long been desired. Such a connection has been identified in both the planBTV Walk Bike Plan (2017) and the Burlington School District Travel Plan (2022). This connection will facilitate improved access for path users between the New North End and Old North End neighborhoods and more direct connections to important destinations like the Intervale Center, Ethan Allen Homestead, neighborhood parks and beaches, and Burlington High School.
- › **Trail Widening:** Along the existing VT 127 Shared Use Path, particularly in the northern section, the width of the path is substandard. There is a need to assess opportunities and constraints for widening the path to meet state and local standards, and to provide a safer, more accessible, and comfortable shared use facility.
- › **Improving Safety:** VT 127 has a history of roadway departure crashes reaching the shared use path, some of which pose safety concerns to adjacent path users. Path safety, relative to roadway departure crashes, needs to be assessed to determine appropriate countermeasures to mitigate the risk posed to path users.

# 2

## Existing Conditions

An existing conditions assessment provides a focused and thorough understanding of the study area for the scoping process. This assessment informs a project team when developing thoughtful and encompassing alternatives to consider for application. The following section provides a summary of the study area’s surrounding land use, the transportation system characteristics, historic safety data, a review of the resources present, an inventory of the shared use path, and a review of relevant planning and design efforts.

## 2.1 Study Area Description

The study area includes the length of the VT 127 Shared Use Path from its southern terminus in the Old North End neighborhood to the northern terminus in the New North End neighborhood. The existing path is approximately three miles long and connects to the Ethan Allen Homestead, the Winooski Valley Community Garden, and several Winooski Valley Park District (WVPD) trailheads that provide access to the Intervale and its many amenities.

The area of the “North Ave Beaches” interchange was a focus of the study. This interchange provides motor vehicle access between VT 127 and North Avenue, as well as to the Ethan Allen Homestead via an east-west road segment connecting the VT 127 on and off-ramps to North Avenue. The segment includes a bridge over VT 127 (Bridge D12), with southbound VT 127 on and off-ramp connections on the west side of the bridge and northbound ramp connections on the east side.

Bridge D12, which transports on and off-ramp traffic over the VT 127 mainline, is 132 feet long and 59 feet wide. The existing width consists of two 16-foot-wide travel lanes separated by a 16-foot curbed median with one foot of shy distance on each side. The outside of each lane is buffered by two-foot shoulders and two-foot-wide curbs with guardrail. The center median narrows to the east to accommodate a left turn lane for eastbound traffic entering the Ethan Allen Homestead Access Road. On either side of the bridge, the concrete median transitions to grass. To the west of the VT 127 southbound on and off-ramps interchange, the grass median continues before transitioning back to concrete approximately 200 feet east of North Avenue.

Approximately one mile north of the interchange, a bike/ped bridge over VT 127 connects the shared use path to a hiking trail in Ethan Allen Park. Following the end of the bridge, there is approximately a half-mile hike along a paved and gravel footpath to Ethan Allen Parkway.

Approximately 1,700 feet north of the bike/ped bridge, the shared use path terminates at another bridge over VT 127 (Bridge D15) that connects directly to Ethan Allen Parkway. This bridge provides access to the CP Smith and Lyman C. Hunt Middle Schools, Schifilliti Park, and the Miller Community and Recreation Center. While this bridge has restricted vehicle access, bicyclists and pedestrians are the primary users.

Additionally, a bike/ped bridge over VT 127 known as the “Bridge to Nowhere” is located 1,200 feet north of the interchange. The bridge is accessed via an informal (unpaved) ramp on its east side which connects with the shared use path. The west side of the bridge terminates directly into a steep slope, with no access to the nearby residential streets above the slope. The bridge was originally installed to meet minimum requirements for crossings over VT 127 when the roadway was constructed, due to its status as a limited access highway. The bridge earned the nickname “Bridge to Nowhere” for its lack of connections to any destination on the west side of the bridge, which is now gated to prevent egress (see Photo 1 below).



Photo 1 Facing west on the "Bridge to Nowhere" over VT 127.

## 2.2 System Characteristics

The majority of the VT 127 Shared Use Path runs parallel to VT 127, a 50 mph limited-access highway, and is within the Burlington City right-of-way (ROW). VT 127 is a two-lane highway near the northern and southern ends of the path, transitioning to a four-lane separated highway in the area of the interchange. At the interchange, Bridge D12 crosses VT 127 to connect North Avenue to the northbound on and off-ramps, as well as to the Ethan Allen Homestead Access Road. The most recent bridge inspection report, conducted in 2024, is included in **Appendix A**.

At the signalized North Avenue intersection, the east leg includes one receiving lane and two approach lanes (a right turn only lane and a through/left turn lane), separated by a curbed median. The north and south legs (North Avenue) have the same lane configuration of one receiving lane and left turn only and through/right approach lanes. The west leg is a two-lane entrance to/exit from the North Avenue Alliance Church.

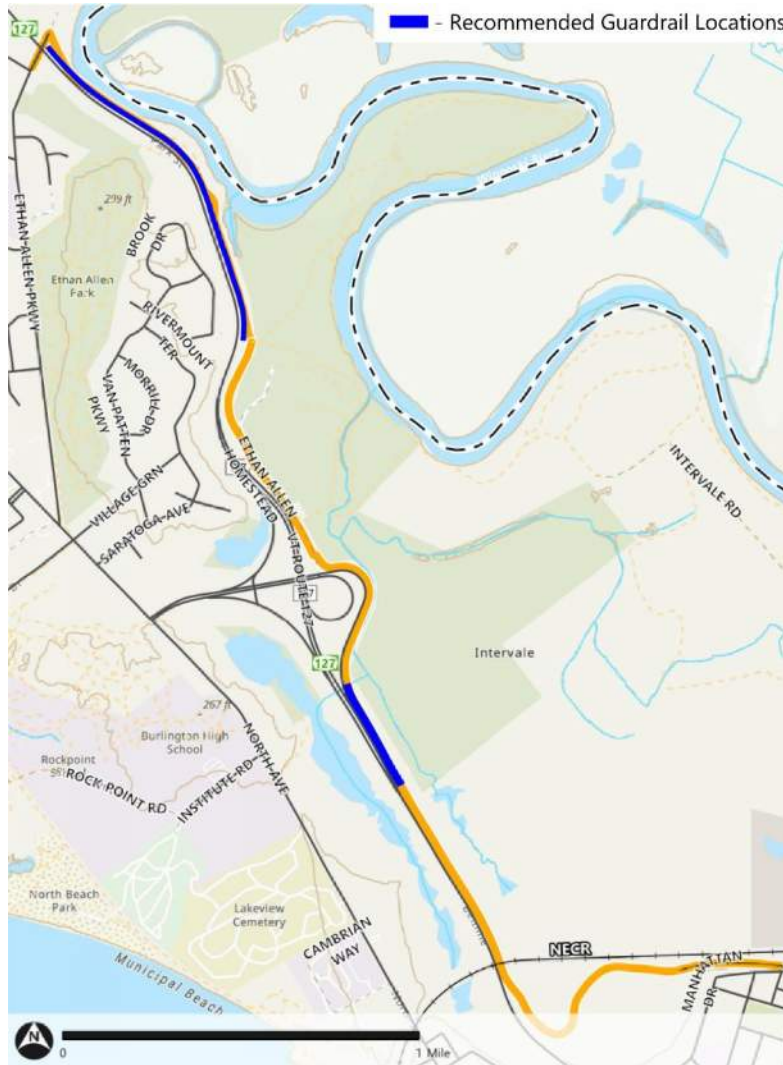
North Avenue is a two-lane, 30 mph town highway and provides northbound and southbound bicycle lanes. North Avenue serves as the primary north-south arterial through the New North End neighborhood.

## 2.3 Safety Assessment

In addition to the scoping of a new multimodal connection, a safety assessment was completed pertaining to roadway departures from VT 127. The five-year (2019-2023) crash history of VT 127 within the study area was reviewed in detail. The 56 documented crashes were analyzed to identify trends for type of crash (roadway departure or other), direction of travel, and contributing factors. The 23 crashes that resulted in a vehicle's final resting position being off the paved road were further examined to determine potential impact to the shared use path.

Notably, vehicles reached the shared use path in seven of the documented crashes. Guardrail prevented vehicles from leaving the roadway during two other crashes on the east side of VT 127 (between the roadway and path). Based on the locations of the crashes that reached the shared use path as well as the close proximity of some areas of the shared use path to VT 127, new guardrail is recommended at certain locations along the east side of VT 127, as shown in Figure 3 below. The full safety assessment is included in **Appendix B**.

Figure 3 Recommended Locations of New Guardrail Installations



## 2.4 Natural, Cultural and Historic Resources

The project team completed an archaeological resources assessment (ARA) in March 2025 to identify the potential for previously recorded and undiscovered archaeological resources within the 70.7 acres study area. The project team consulted the Vermont Division for Historic Preservation’s (VDHP) Online Resource Center (ORC) Vermont Archaeological Inventory (VAI) site records, pre-Contact Native American culture-historical chronology in Vermont, and pertinent local historic documentation in addition to a field inspection of the study area to develop a thorough report.

The ARA identified 25 discrete areas that retain potential for undiscovered pre-Contact archaeological resources. Considering this finding, the project team recommended a Phase I survey with 10-meter shovel test pit intervals prior to ground-disturbing activities within the archaeologically sensitive areas (ASAs) to identify significant pre-Contact deposits. These shovel tests will require special measures due to the nature of the soils in ASAs 1-5. The project team also recommends consultation with VDHP for future monitoring plans or archaeological investigations in Intervale wetlands. If the ASAs can be avoided, no further archaeological

investigations are recommended. The locations of 19 ASAs in the project area are shown in Figure 4 on the following page, and the full ARA is available in **Appendix C**.

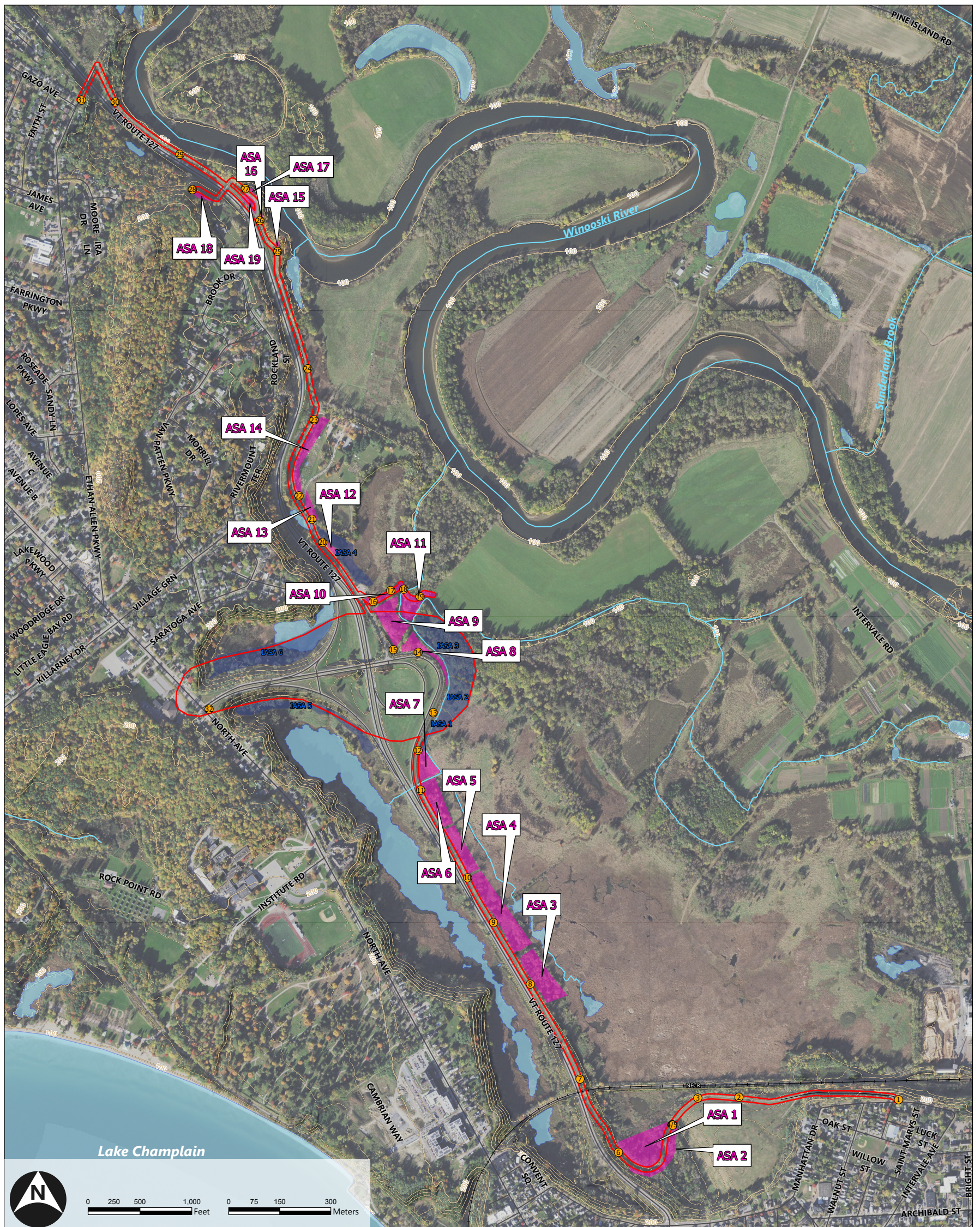
The project team also assessed the above-ground historic resources in the study area to support project planning and the Section 106 review of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act. Section 4(f) includes publicly owned parks, recreation areas, wildlife or waterfowl refuges, or any publicly or privately owned historic site listed or eligible for listing in the National Register. The historic resources assessment (HRA) identified a large right-of-way available surrounding VT 127 and at the interchange with North Avenue, indicating that the project is unlikely to have adverse effects on historic resources.

The HRA reviewed the study area in segments due to its large scope, and the findings of which have been summarized by segment in Table 1 below. Figure 5 shows mapped historic resources and Section 4(f) resources within and around the study area.

Table 1 Historic and Cultural Resources Review

<u>Area</u>	Significance	Description
<u>South of the Interchange</u>	Historic Integrity	The defined area between Institute Road and the North Avenue/VT 127 interchange have not been previously surveyed or evaluated for historic integrity. There is insufficient integrity and architectural integrity to connect the pattern of development events in the NNE and ONE nor collective architectural significance due to unplanned development and the many changes to the individual buildings. Therefore, the project team suggests no historic district eligibility.
<u>North of the Interchange</u>	Historic Integrity	In the remaining study area, there are properties near the present-day Saratoga Avenue, the Ethan Allen Heights Historic District, and the Ethan Allen Homestead that retain historic eligibility.
<u>Arms Park</u>	Section 4(f)	Property of the City of Burlington – A public park on the west side of North Avenue.
<u>Arthur Park</u>	Section 4(f)	Property of the City of Burlington - A public park, home to the Donahue Sea Caves (owned by the Winooski Valley Park District).
<u>VT 127 Shared Use Path</u>	Section 4(f)	Property of the City of Burlington - A public recreation resource that connects the ONE to the NNE.
<u>Ethan Allen Park</u>	Section 4(f)	Property of the City of Burlington - A connection to the VT 127 Shared Use Path with natural woodlands and a 40' stone tower with panoramic views.
<u>Ethan Allen Homestead Park</u>	Section 4(f)	Property of the Winooski Valley Park District - Home to the historic Ethan Allen Homestead and spans the length of the Path but does not border it.
<u>McKenzie Park</u>	Section 4(f)	Property of the City of Burlington – A public park accessible by foot from the VT 127 Path, Ethan Allen Homestead and Intervale trails.
<u>Intervale Wildlife Management Area</u>	Section 4(f)	Once known as the Intervale Wildlife Management Area, this area mitigated the loss of wetlands from the VT 127 construction. The region is outside of the study area but included to prevent confusion.

Figure 4 Archaeologically Sensitive Areas

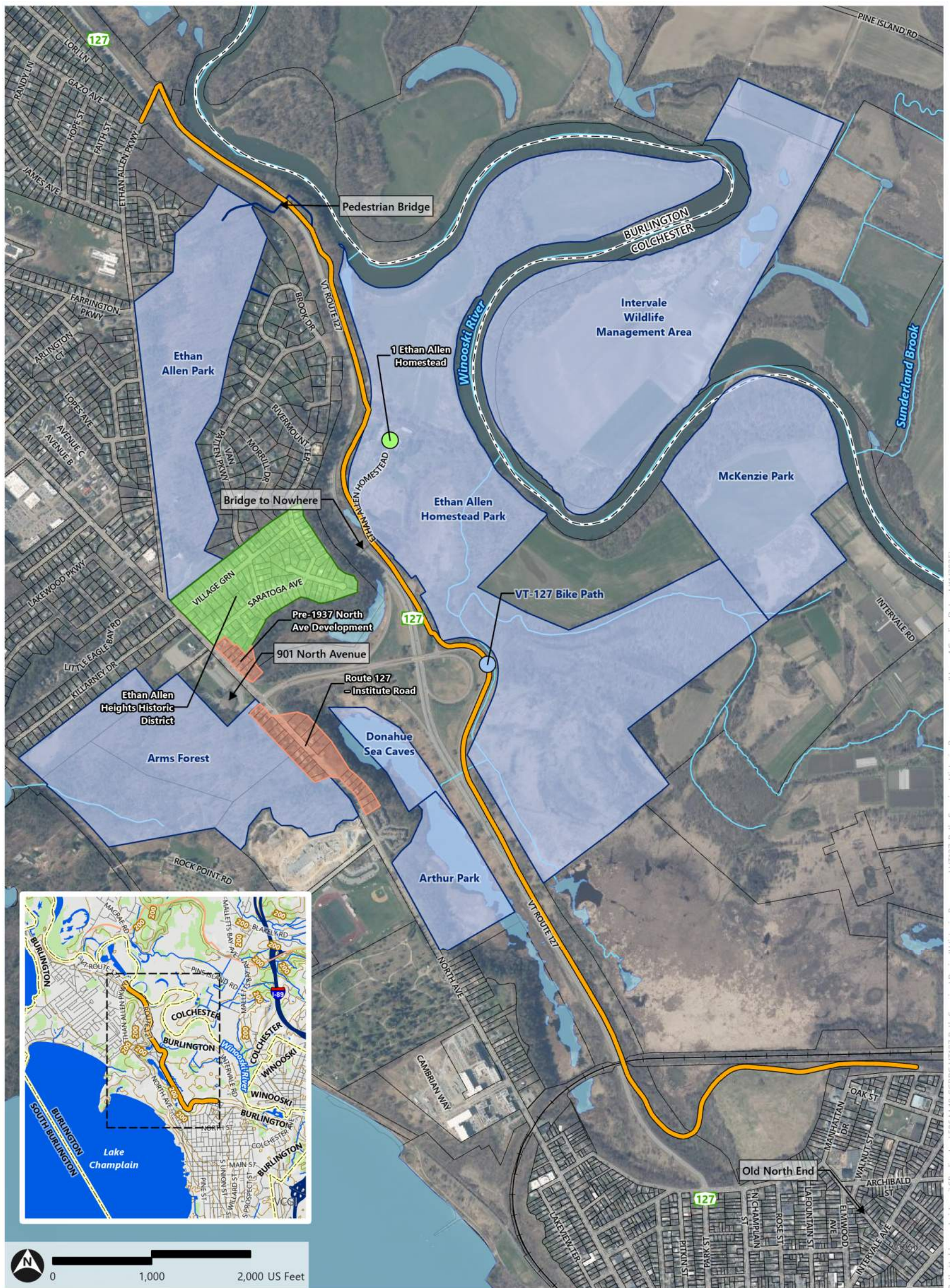


- Study Area
- Archaeological Sensitivity
- Archaeological Sensitivity (Inundated)
- Photos
- VHD Waterbody (ANR)
- VHD Stream (ANR)



Sources: Background Imagery by VCGI (Collected in 2022); ANR (Vermont Agency of Natural Resources - Hosted Feature Services); VCGI Vermont Center for Geographic Information - Hosted Feature Services; VTrans (Vermont Agency of Transportation - Hosted Feature Services)

Figure 5 Historic Resources and Section 4(f) Resources



Sources: Background imagery by VCGI (collected in 2024); CoB (City of Burlington - 2025); VCGI (Vermont Center for Geographic Information - hosted feature services); VHB - 2025

The project team found that the introduction of a new multimodal connection point as defined in the study area is unlikely to have adverse effects on the features or characteristics of the historic resources in the study area. As for Section 4(f), the project team concluded that as long as the work remains within the transportation right-of-way with no permanent easements and the path retains its continuity, then Section 4(f) is not required. In conclusion, the project team recommended early consultation with the VTrans Historic Preservation Officer. The full HRA is included in **Appendix D**.

Public databases were used to map natural resources in the study area, including wetlands, rare and endangered species, floodplains, streams and river corridors, and agriculturally important soils. Notably, several Class II Wetlands are present in the vicinity of the existing path and the interchange. Class II Wetlands are designated by the Vermont Significant Wetland Inventory (VSWI), and require state permitting for any work impacting the wetland or its 50-foot buffer zone. Figure 7 and Figure 8 on the following pages show the identify natural resources within the full study area and in the area of the interchange.

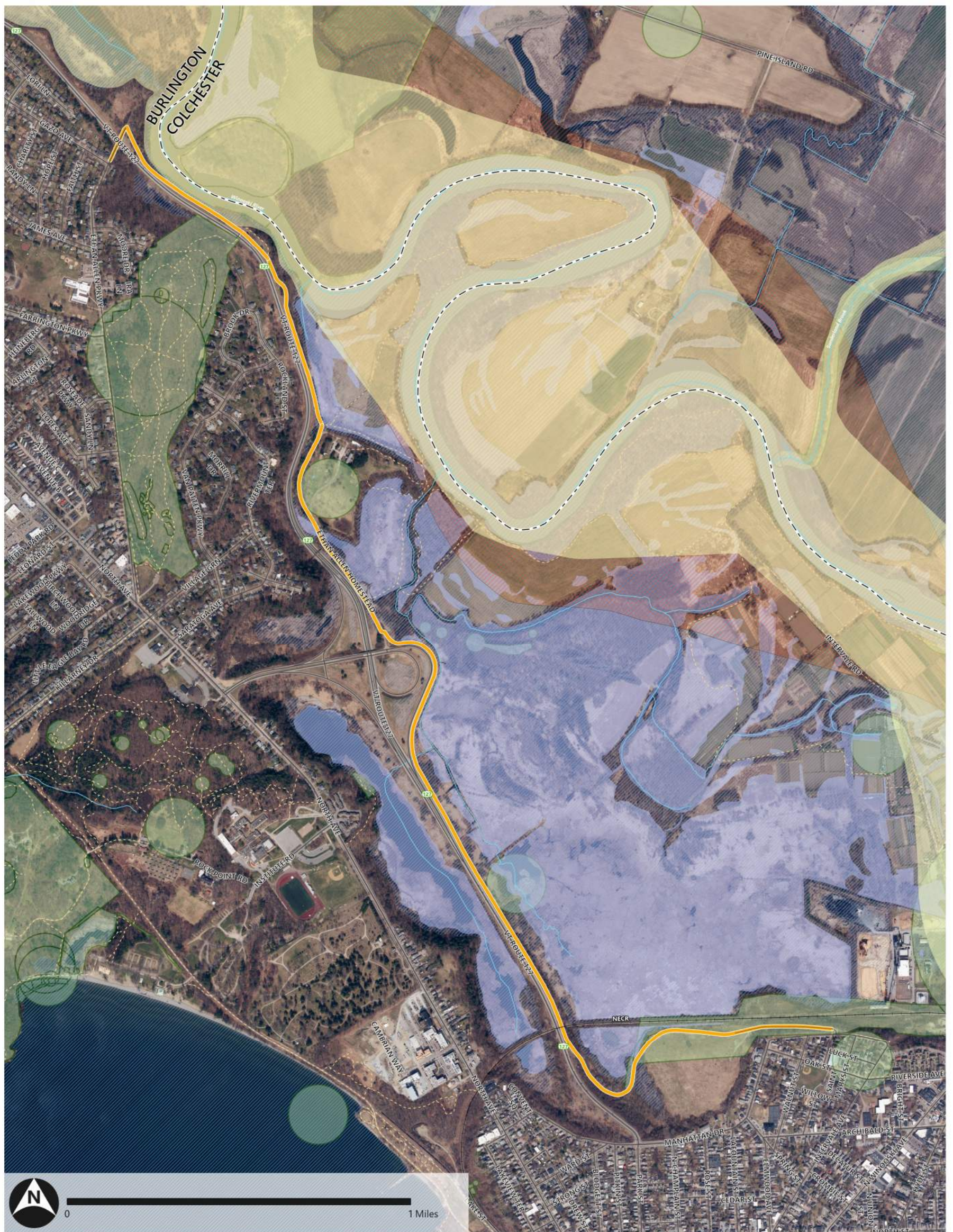
## 2.5 Site Walk / Path Inventory

A site walk was conducted in October 2024 to document specific features of the existing multi use path, including the width and condition of the path, the presence of fencing, utilities and amenities, and other characteristics. Field data was compiled in an ArcGIS web map with existing conditions data compiled from public databases. Areas of the path with a width below 10 feet were assessed to determine the feasibility of widening the paved area to at least 10 feet. Opportunities for other improvements, including increasing separation between the path and the VT 127 roadway, and replacing existing chain link fencing along the path, were also investigated. The completed feasibility study is included in **Appendix E**.

Figure 6 A Screenshot of the Web Map Interface



Figure 7 Natural Resources – Study Area



- |                   |                                |  |
|-------------------|--------------------------------|--|
| 127 Path          | Advisory Wetland (ANR)         | Rare, Threatened, & Endangered Species (ANR) |
| Other Trails      | River Corridors (ANR)          |  |
| VHD Stream (VCGI) | FEMA Floodway (ANR)            |  |
|                   | FEMA 100 Year Flood Zone (ANR) |  |

Figure 8 Natural Resources – Interchange



## 2.6 Previous and Ongoing Plans and Studies

To understand how this project aligns with current regional and corridor-specific goals, previous plans and studies were analyzed to provide context. The study area has previously been identified as a gap for pedestrian and bicycle access.

### 2.6.1.1 2011 Comprehensive Transportation Plan for the City of Burlington

This plan was developed to establish goals for the long-term future of Burlington's transportation system and continues to inform transportation policy in the City. Notably for this study, the plan recommends the construction of a pedestrian/bicycle facility connecting North Avenue and Ethan Allen Homestead.

### 2.6.1.2 2017 PlanBTV Walk Bike Master Plan

The plan was developed as the City's first comprehensive effort focused on walking and biking, and makes recommendations for improving pedestrian and bicycle accommodations in Burlington. The plan identifies the North Avenue and VT 127 interchange as a difficult intersection to navigate as a bicyclist or pedestrian. It also identifies nearby ongoing (now completed) projects, including the four-lane to three-lane North Avenue road diet, and the addition of buffered, protected, and conventional bicycle lanes along North Avenue.

### 2.6.1.3 2014 North Avenue Corridor Study

The study was conducted to identify projects and programs to retrofit the North Avenue Corridor into a complete street for all users. The following three concepts were developed for the North Avenue and VT 127 interchange:

- › Concept 1: A signalized four-way intersection with left turn lanes for southbound and northbound traffic.
- › Concept 2: A signalized four-way intersection with two southbound left turn lanes.
- › Concept 3: A roundabout.

Concept 1 was ultimately implemented in 2016/2017.

### 2.6.1.4 2022 Burlington School District Travel Plan

This plan assessed travel patterns and access constraints to develop travel plans for 10 school campuses in Burlington. It recommended evaluating the options for a shared used path connecting the VT 127 Shared Use Path and North Avenue bike path, and "options using the 127 ramp from the Ethan Allen Homestead, or the pedestrian bridge over 127 to the north."

### 2.6.1.5 PlanBTV: New North End (Ongoing)

A neighborhood plan for the New North End is in development, with the goal of guiding future growth and infrastructure investments. The North Avenue corridor is a focus of the study, and two conceptual redesigns of its intersection with VT 127 were presented to the public in 2025 (a roundabout or a signalized intersection with updated geometry and lane configurations).

# 3

## Public Outreach

A public outreach process was conducted by engaging a diverse group of stakeholders and providing multiple opportunities for public input over the course of the study's development. Two public meetings were held—a Local Concerns Meeting and a Draft Alternatives Presentation. Additionally, an Advisory Group was assembled to represent critical stakeholders throughout the development of the study and conceptual alternatives. A Public Involvement Plan was created early in the scoping process to guide these outreach and engagement efforts.

## 3.1 Project Team

The project team consisted of representatives from VHB, the CCRPC, BPRW, and DPW. The project team was supplemented by an Advisory Group (AG) consisting of representatives from BPRW, DPW, Wards 2 and 7 Neighborhood Planning Assemblies (NPA), Vermont Clean Cities Coalition (VTCCC), WVPD, and Burlington Walk Bike Council (BWBC). In addition, the project team sought input from a wide range of community organizations.

## 3.2 Public Involvement Plan

A Public Involvement Plan (PIP) was developed to guide the public engagement efforts through the project development process and foster meaningful engagement. The PIP outlined several proposed approaches to outreach that would provide multiple opportunities for engagement throughout the scoping process. Additionally, it established a schedule for the public meetings and AG meetings to be held throughout the scoping process, described further in the following sections. The complete PIP can be found in **Appendix F**.

## 3.3 Advisory Group Meetings

Following the assembly of the AG, three meetings were held. Each meeting with the AG was held at an important milestone for the study. The AG helped develop and inform the Purpose and Needs Statement, provided critical local input, reviewed public meeting materials prior to presentation, and perhaps most importantly, provided detailed input on the draft conceptual alternatives.

### 3.3.1 AG Meeting #1

The first AG meeting was held on December 2, 2024. The project team provided an overview of the project and its scope. AG members discussed how the existing path and other multimodal facilities in the area are utilized, and where they see missing links in the transportation network.

The importance of equitable access to the community resources offered at the Ethan Allen Homestead and Intervale Center was emphasized by AG members. The proximity of the new connection to Burlington High School was also seen as important so the path could provide more connectivity for students.

Concerns expressed by AG members included the remoteness of the path and lack of consistent lighting making it feel less safe. The safety of bicyclists at the intersection with North Avenue was also raised as a concern. The success of the on-road bike lanes on North Avenue was highlighted, as well as the need for an off-road option for less confident bicyclists. The benefits of the existing shared use path as both a commuting route and a recreational trail were discussed and how the new connection can better facilitate both uses. AG members unanimously supported a new connection within the interchange area, and expressed interest in utilizing the existing vehicle bridge or the "Bridge to Nowhere".

An AG member representing VTCCC discussed ongoing efforts to identify shortcomings in the existing transportation network and potential solutions through listening sessions hosted by

VTCCC. The next listening session, held on December 10, 2025 at the Ethan Allen Homestead Museum, was attended by two project team members and several AG members.

AG members agreed that public meetings should be held in-person, as opposed to virtually, but that “asynchronous” opportunities for feedback should also be available. After the AG meeting, the project team developed a survey that was distributed to path users (and potential users) about how they use the path and if they would use a new connection between North Avenue and the VT 127 Shared Use Path. Full survey results from 150 respondents are included in **Appendix G**.

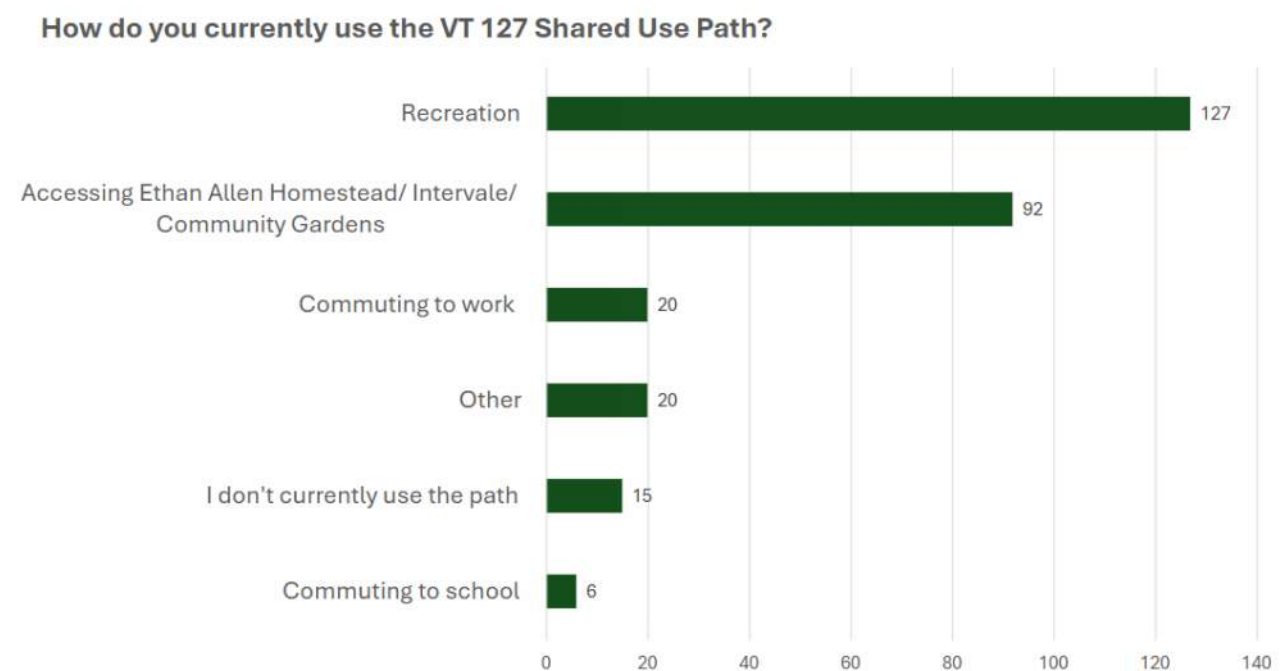
### 3.3.2 AG Meeting #2

The second AG meeting was held on March 24, 2025, following the Local Concerns Meeting (see Section 3.4). Three potential alternative alignments for the new connection were shared by the project team:

- › Alternative 1: A path on the existing vehicle bridge over VT 127.
- › Alternative 2: A new bike/ped bridge parallel to the existing bridge.
- › Alternative 3: A new path to the “Bridge to Nowhere”.

The project team shared preliminary results from the survey, including the chart shown in Figure 9. Upcoming outreach efforts, such as a project discussion at a Safe Routes to School meeting with the Burlington School District, were announced.

Figure 9 Community Engagement Survey Results



Potential challenges of the proposed alignments were identified, including the requirement for state approval to alter the existing bridge since it was built using federal funding. The presence of silty sands around the existing bridge and ramps also make new construction in the area challenging.

The alignment over the existing bridge was generally the preferred option due to its relatively low cost, ease of construction, and direct connection between the existing VT 127 Shared Use Path and North Avenue. During the meeting, potential routes over a new bridge or the “Bridge to Nowhere” were still of interest. AG members expressed a preference for the “Bridge to Nowhere” option if it had been more cost effective than constructing a new bridge, despite the less direct route.

### 3.3.3 AG Meeting #3

The third AG meeting was held on September 10, 2025. The project team presented the draft alternatives that were shown at the Draft Alternatives Presentation and provided an overview of the feedback received from the public at that presentation, which was a near unanimous public preference for Alternative 1 (see Section 3.4 for further details on feedback received at public meetings).

Potential improvements to the conceptual design of Alternative 1 were discussed, including safety enhancements to the entrance to the Homestead Access Road from VT 127, where vehicles enter the access road at high speeds. AG members expressed that added vegetation along the path was desired, and that pedestrian scale lighting should be considered.

The AG unanimously supported Alternative 1 as the preferred alternative.

## 3.4 Public Meetings and Presentations

Two public meetings, a Local Concerns Meeting and a Draft Alternatives Presentation, were held to solicit input on a variety of topics pertaining to the study. The Local Concerns Meeting represented an opportunity for members of the community to voice their concerns about the path and speak to opportunities they’d like to see explored as part of the study. The Draft Alternatives Presentation provided community members with their first look at the conceptual alternatives being considered for the new multimodal connection and allowed attendees to share thoughts and express their preferred option for a new connection.

### 3.4.1 Local Concerns Meeting

A Local Concerns Meeting was held at the Old North End Community Center on January 30, 2025, to solicit public input at the onset of the project. The team provided an overview of the project and then asked the attendees to identify any opportunities and concerns related to the interchange or VT 127 Shared Use Path.

Many common themes in the study area emerged:

- › Intersection safety at the Homestead Access Road, North Avenue, and Manhattan Drive
- › Lack of VT 127 Shared Use Path entry points
- › Lack of maintenance of vegetation, detritus, and cracks in the path
- › Potential to refurbish the “Bridge to Nowhere”
- › Safety concerns with crashes on VT 127 reaching the shared use path
- › Improved pedestrian-scale lighting



Photo 2 Engagement at the Local Concerns Meeting.

### 3.4.2 Draft Alternatives Presentation

On July 23, 2025, at Hunt Middle School in the New North End, the project team presented a range of alternatives to the public for input. Each alternative included a new path connection in the vicinity of the interchange, with the proposed path connection ending at the North Avenue intersection. The following alternatives were presented, which are further described in Section 4 Alternatives Analysis:

- › Alternative 1: Reallocation of Existing Bridge Space
- › Alternative 2: New Bike/Ped Bridge
- › Alternative 3: “Bridge to Nowhere”

Public sentiment heavily favored Alternative 1, Reallocation of Existing Bridge Space, with 21 votes, compared to one vote for Alternative 2 and two votes for Alternative 3. Concerns and questions about Alternative 1 included:

- › Desire for further separation of bicycle and pedestrian traffic on the bridge.
- › Unsafe vehicle speeds and potential lack of stop compliance on the southbound off-ramp.
- › Aesthetic concerns about an exposed path with no tree cover at an interchange.



Photo 3 Engagement at the Draft Alternatives Presentation.

The Draft Alternatives Presentation was held in conjunction with the planBTV: New North End Neighborhood Design Workshop, which included presentations on other projects to improve the VT 127 and North Avenue intersection and enhance active transportation connectivity throughout the New North End.

### 3.4.3 Presentation of the Recommended Preferred Alternative

*This section will be updated when the presentation to the Burlington City Council and Transportation, Energy, and Utilities Committee (TEUC) is held in early 2026.*

Public outreach materials can be found in **Appendix H**.

# 4

## Alternatives Analysis

Three alternatives were developed for a new multimodal connection between the VT 127 Shared Use Path and North Avenue following the existing conditions analysis and initial public outreach (Local Concerns Meeting, first AG Meeting, a public survey).

The alternatives were all developed at the same western starting point—the North Avenue and VT 127 intersection. Each alternative then ties into the existing path to the east at a point parallel / adjacent to Homestead Access Road. The alternatives were assessed and compared based on anticipated impact to natural and historic resources, safety and mobility improvements, estimated cost of construction, and other factors detailed in the following section.

## 4.1 Alternatives Development Process

Alternatives were developed based on the detailed inventory and analysis of existing conditions described in Section 2 and the in-depth public outreach and engagement process described in Section 3. In addition to the three alternatives presented below, other concepts such as a new bridge cantilevered off of the existing bridge or a new path in the median of the existing bridge were considered early in the design process; these concepts were ultimately abandoned prior to the Draft Alternatives Presentation due to a lack of support in AG meetings or poor performance when assessed against the alternatives that were moved forward for full conceptual design and assessment. The following factors were considerations when developing the conceptual alternatives:

- › Satisfying the Purpose and Needs Statement
- › Sensitivity to resource constraints
- › Public desire to utilize existing infrastructure and assets
- › Safety, comfort, and convenience for all modes of transportation
- › Connection to existing and planned multimodal infrastructure

In the three alternatives detailed below, the new path would connect with the existing sidewalk in the northeast corner of the VT 127 and North Avenue intersection and run parallel to the roadway for at least 800 feet before crossing the VT 127 mainline. Pending the collection of vehicle volumes at the intersection and further traffic analysis, the reduction of the roadway from two westbound lanes to one was considered to reduce the amount of regrading needed to construct the new path and increase the separation between the path and the roadway.

Each alternative includes a new crosswalk across the north leg of the intersection in addition to the existing crosswalks on the east and south legs. While safety and mobility through the North Avenue intersection was a consideration in the development of the alternatives, additional intersection treatments were not explored in depth. The intersection is the subject of another ongoing master planning effort, planBTV: New North End, that is exploring several realignments of the intersection, including a roundabout and a signal with adjusted geometry.

## 4.2 Alternative 1 – Reallocation of Existing Bridge Space

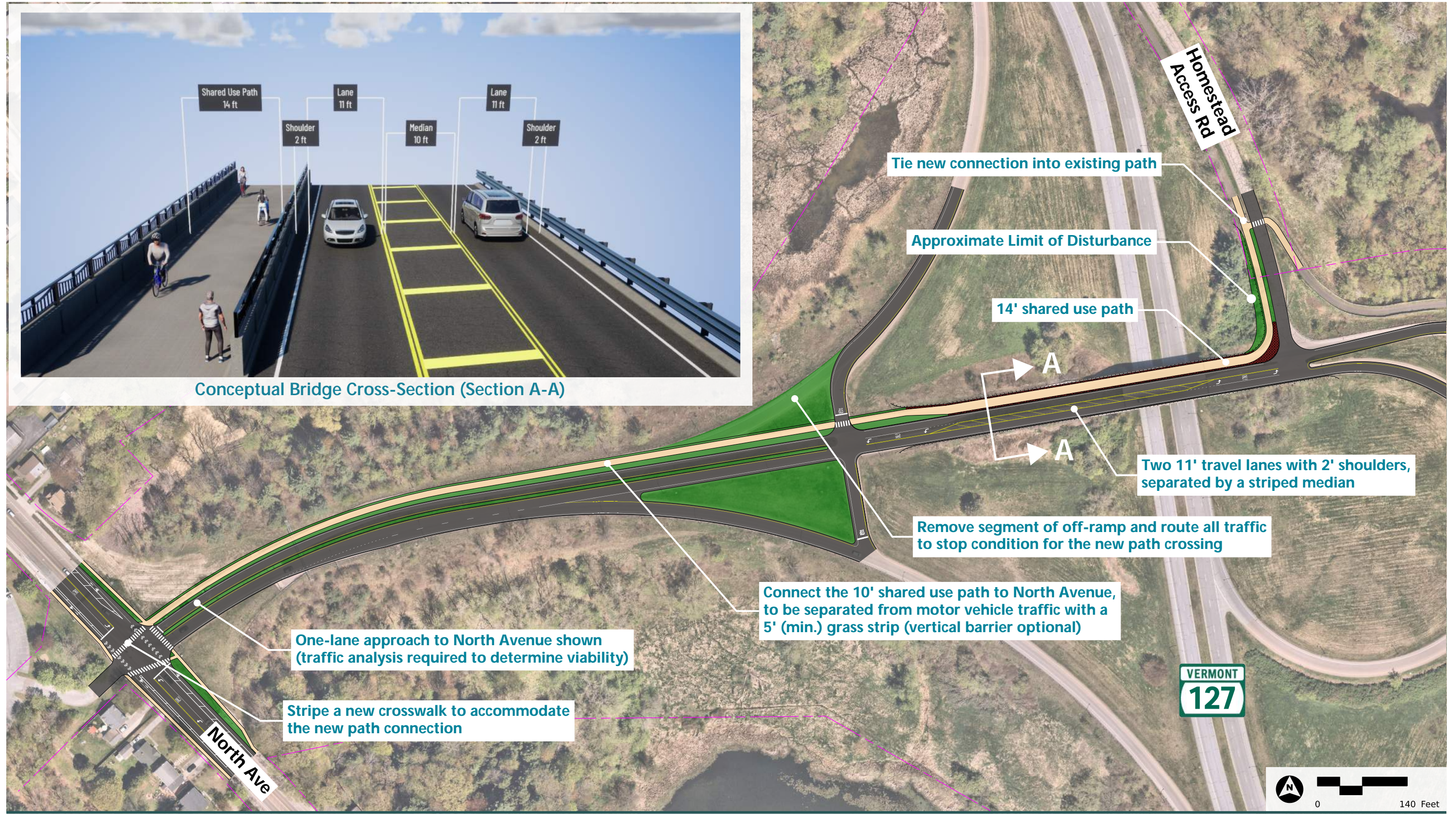
Alternative 1 proposes a reallocation of space on the existing bridge over VT 127 at the interchange to accommodate a new multimodal connector parallel to the existing motor vehicle travel lanes. This would be accomplished by reducing the current 16-foot-wide travel lanes to 11 feet and the 16-foot-wide median to 10 feet. The median would transition to a 100-foot-long eastbound left turn lane approaching the Ethan Allen Homestead Access Road, and a 100-foot-long westbound left turn lane approaching the intersection with the southbound on and off-ramps. A 14-foot-wide shared use path with two-foot buffers would be added on the north side of the bridge, utilizing the existing bridge width made available through the reduction in lane widths. A three-dimensional cross section of the proposed design is included in Figure 10.

On either side of the bridge, the new path would narrow to 10 feet wide and run parallel to the roadway. The new path would connect with the existing shared use path where it crosses the Homestead Access Road to the east, and with the North Avenue east-side sidewalk to the west.

As seen in Figure 10 below, the northbound off-ramp from VT 127 would require a slight realignment to better transition to the revised lane configuration across the bridge. As a result, this alternative also recommends a narrowing of the corner radii at the intersection of the off-ramp and the Homestead Access Road. This revision was also made due to significant public input regarding the speed at which drivers will turn from the off-ramp onto the access road. Given the proximity of the shared use path crossing to the intersection, the project team sought to remedy this concern with this element of the design.

As the new multimodal connection transitions to the west of the bridge, a 10-foot-wide greenbelt would be established to separate the path from the roadway, narrowing to a minimum of five feet wide as the connection approaches the North Avenue intersection. The southbound off-ramp slip lane would be removed to reduce the number of conflict points between drivers and path users. All southbound off-ramp traffic would be routed to the existing stop condition perpendicular to the path.

Figure 10 Conceptual Design of Alternative 1 – Reallocation of Existing Bridge Space



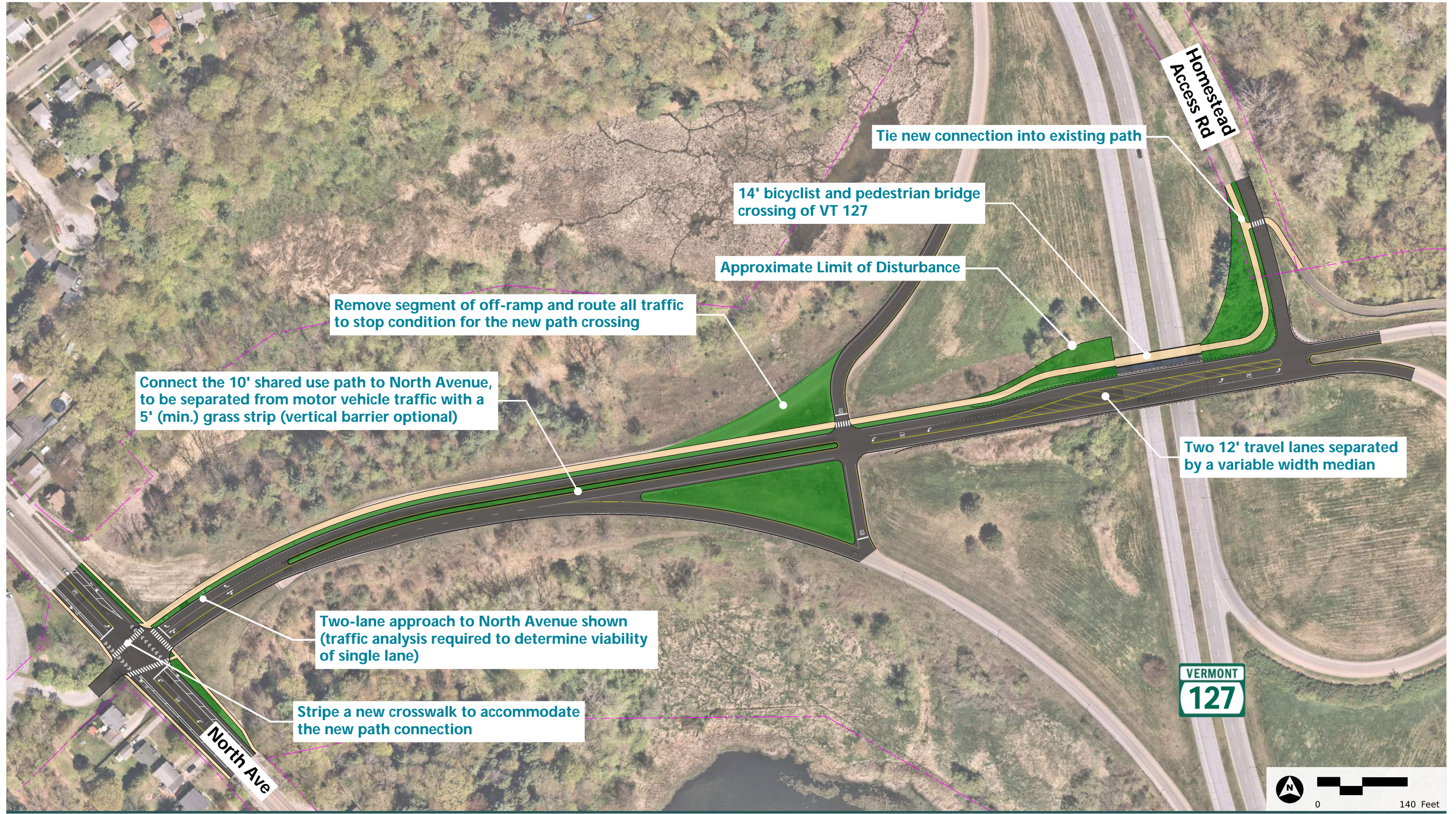
## 4.3 Alternative 2 – New Bike/Ped Bridge

Alternative 2 proposes a new 14-foot-wide bike/ped bridge constructed parallel to the existing VT 127 on/off-ramp bridge. The primary impetus for this alternative was to meet the desire of the general public for maximum separation from motor vehicle traffic by implementing a new structure, completely separated from the existing VT 127 on/off-ramp bridge.

The new bridge would be approximately the same length as the existing VT 127 on/off-ramp bridge and would be required to meet the same clearance standards (over VT 127). The new alignment would require significant regrading on both sides of the structure to accommodate new abutments. While soil borings / testing was not completed as a part of this study, a member of the AG shared that the soils in the study area are considered to be highly erodible, and would likely make construction of a new, independent structure challenging.

East of the bridge, the path would maintain 15-foot separation from the roadway until reaching the Homestead Access Road, where it would follow the same path as Alternative 1 to connect with the existing path at the existing path crossing (of the Homestead Access Road). West of the bridge, the path would shift south, maintaining a minimum six-foot buffer from the road, following the path of Alternative 1 to North Avenue. As with Alternative 1, the southbound off-ramp slip lane is removed, routing southbound off-ramp traffic to a stop condition, perpendicular to the crossing of the new multimodal connection. The conceptual design of Alternative 2 is shown in Figure 11.

Figure 11 Conceptual Design of Alternative 2 – New Bike/Ped Bridge



## 4.4 Alternative 3 – “Bridge to Nowhere”

Alternative 3 considers utilizing the existing “Bridge to Nowhere” for the new connection. Though significant constraints to this alignment were identified early on, this alternative was considered at the request of the AG. Further, there was public interest in investigating the feasibility of using the existing asset (i.e., the “Bridge to Nowhere”) for the new connection.

There are several unknowns with this alternative. As it was a request made in addition to the two previously identified alternatives, the project team analyzed Alternative 3 to a “feasibility” level of detail rather than a “scoping” level of detail.

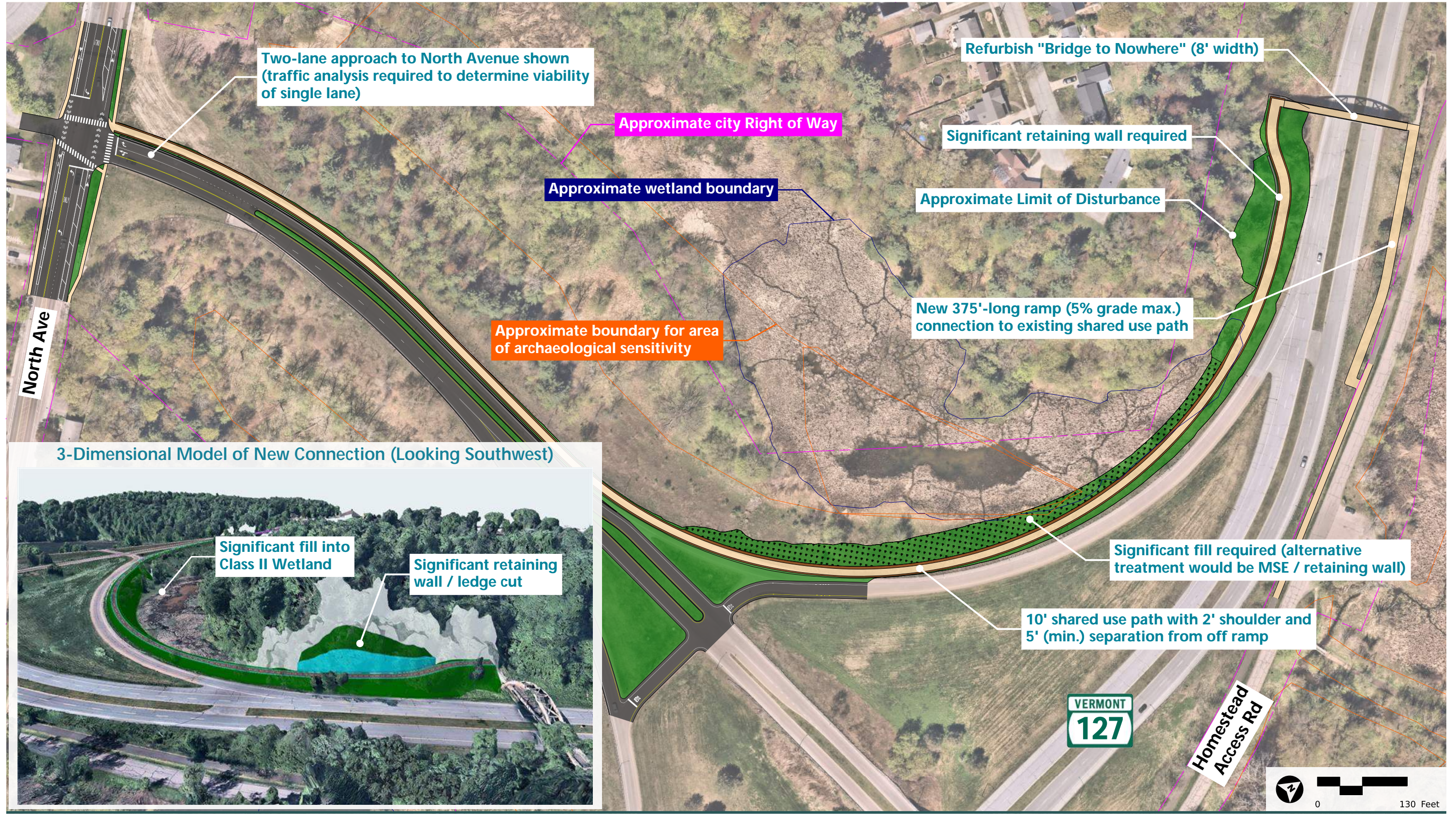
To better understand the condition of the existing bridge, the project team would recommend a formal bridge inspection be completed. This would provide insights into the usability of the bridge in its current form. For the purposes of this study, it was assumed that the substructure of the bridge is in reasonable enough shape for the bridge to serve as a multimodal connection.

To use the “Bridge to Nowhere”, new ramps would need to be constructed on both sides of the bridge to provide accessible connections that meet the Public Rights of Way Accessibility Guidelines (PROWAG). On the east side, an approximately 375-foot-long ramp would be required to connect to the existing bridge. For a west side connection, available LiDAR data was used to understand the approximate topography. Significant regrading, ledge removal, and a retaining wall (reaching up to a maximum height of 25 feet) are all likely to be required to provide an acceptable connection ramp to the west side of the bridge. The new path connection would then run parallel to the southbound off-ramp, and is likely to impact existing cultural and natural resources, i.e., an identified archaeologically sensitive area, and a Class II wetland.

The path would maintain a minimum five-foot separation from the ramp and be protected by existing guardrail on the outside of the ramp. As in Alternatives 1 and 2, the ramp’s slip lane would be removed, and west of this point, the path would follow the same route to North Avenue described in the other alternatives. The overall length of this alternative (for a new multimodal connection) would be approximately 1,600 feet longer than the new connections proposed in Alternatives 1 and 2.

A three-dimensional model of this alternative was created to better show how the proposed path will interact with the steep grades west of the roadway. This visualization is included in Figure 12 on the following page.

Figure 12 Conceptual Design of Alternative 3 – "Bridge to Nowhere"



## 4.5 No Build

A No Build alternative represents taking no further action, retaining all existing infrastructure as-is and implementing none of the proposed alternatives. This scenario is used as a point of comparison in the evaluation matrices to follow.

## 4.6 Evaluation Matrix

To assess the benefits and challenges of the alternatives described above, an evaluation matrix was developed to compare key components of each alternative.

Table 2 Evaluation Matrix

Criteria	No Build	Alternative 1 Reallocation of Existing Bridge Space	Alternative 2 New Active Transportation Bridge	Alternative 3 "Bridge to Nowhere"
Expected Conceptual Cost (All In)	\$0	\$\$	\$\$\$	\$\$\$\$\$\$\$
<b>Purpose &amp; Need</b>				
Improve Safety and Comfort for All Users	No Change	Improved	Improved	Improved
Provide Better Connections	No Change	Improved	Improved	Improved*
<b>Impacts</b>				
Cultural (Archaeological & Historic)	-	No	No	Yes
Environmental / Natural Resources		No	No	Yes (Floodplains, Fish and Wildlife, Class II Wetlands)
Wetlands	-	No	No	Yes (14,350 SF, Class II)
Utilities	-	Minor	Minor	Major
New Impervious Surfaces	-	4,400 SF	9,500 SF	28,100 SF
Stormwater Accommodations	-	<0.5 AC	<0.5 AC	>0.5 AC, Treatment Req'd
Maintenance Requirements	-	Matches Existing	Significant	Very Significant
Constructability	-	Reasonable	Challenging	Very Challenging
Embodied Carbon**	-	330 MT CO <sub>2</sub> e	450 MT CO <sub>2</sub> e	500 MT CO <sub>2</sub> e

\* While Alternative 3 meets the "Provides Better

Connections" Needs Statement, it's important to

\*\* Life Cycle Assessment (LCA) Stage A: Material Extraction, Manufacturing, Transportation, and Construction

### 4.6.1 Conceptual Cost Estimates

Conceptual cost estimates for Alternatives 2 and 3 could vary significantly given a number of significant unknowns for construction feasibility. These include unknown factors such as the soil quality in the interchange area, the condition of the "Bridge to Nowhere", and the topographic/geographic constraints that could result in potential high cost impacts (ledge removal, retaining wall, archaeological/wetland impacts, etc.) to construct a new connection along the west side of VT 127 for Alternative 3. It is anticipated that Alternative 2 would be significantly more expensive than Alternative 1 for the reasons mentioned above, as well as due to the degree of new infrastructure necessary, and Alternative 3 would in turn be significantly more expensive than Alternative 2.

## 4.6.2 Purpose and Needs

All three alternatives will meet the goal established by the Purpose and Needs Statement of connecting the VT 127 Shared Use Path to North Avenue and increasing pedestrian safety in the interchange area. However, Alternative 3 provides a less convenient connection due to its less direct route between North Avenue and the Ethan Allen Homestead, which is a major destination of path users.

## 4.6.3 Impacts

Alternative 3 is expected to have significant impacts to archaeological and natural resources in the study area. This would require additional permitting, likely lengthening the timeline for design and construction. The area of new impervious surface required by Alternative 3, more than double that of Alternative 1 and 2 combined, would also require further permitting and stormwater accommodation.

## 4.6.4 Embodied Carbon

An embodied carbon analysis was performed for each alternative to provide a more holistic view of environmental impacts. The analysis estimated the greenhouse gas (GHG) emissions, in metric tons of carbon dioxide equivalents (MT CO<sub>2</sub>e), associated with the materials required to construct the project. The embodied carbon values shown for each alternative in the evaluation matrix reflect only Stage A of the Life Cycle Assessment (LCA), which includes GHG emissions from raw material extraction, production, transport to the project site, and construction. Emissions beyond Stage A (emissions associated with operation, maintenance, rehabilitation, replacement, and end of life) were not included in this study. Because the embodied carbon from LCA Stage A is directly related to types of materials and the amount of these materials, Alternative 1, which requires the smallest amount of new construction, is expected to have the lowest embodied carbon for this stage out of the alternatives analyzed. The 170 MT CO<sub>2</sub>e difference between Alternative 1 and Alternative 3 is roughly equivalent to the GHG emissions generated by an average gasoline-powered passenger vehicle driving 432,915 miles, or the annual energy-related CO<sub>2</sub> emissions from 22.8 homes, per EPA estimates<sup>1</sup>.

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<sup>1</sup> <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

# 5

## Preferred Alternative

Following the Draft Alternatives Presentation and AG Meeting #3, Alternative 1, “Reallocation of Existing Bridge Space”, was selected as the recommended preferred alternative; it received the vast majority of support from the public, as well as unanimous support from the AG.

The recommended preferred alternative then underwent further analysis and refinement based on public feedback and project team input. This section details the refinements made to the original conceptual design of Alternative 1, and describes next steps, as well as potential funding sources for the preferred alternative and other path improvements discussed in this study.

## 5.1 Preferred Alternative Refinements

Following the selection of Alternative 1 as the recommended preferred alternative, the project team and AG provided further input to refine and improve the alternative.

### 5.1.1 Increased Separation and More Green Space

During the alternatives development phase, one of the main concerns expressed was that the new connection would feel uncomfortable and would be less desirable for recreational use due to the proximity to the roadway/motor vehicle traffic and a lack of green space. To address these concerns, the alternative was refined to include a 10-foot-wide greenbelt (between the new connection and VT 127) with trees spaced every 30 to 40 feet. Such a refinement creates a wider buffer for path users, improving both their comfort and safety, and introduces a “green” element (i.e., trees) to an area that otherwise, contextually feels like it is meant only for motor vehicles. Additionally, the striped median shown in the Alternative 1 concept would be replaced with a raised grass median, transitioning to concrete over the bridge (similar to existing conditions).

To better visualize the preferred alternative from the perspective of a path user, three-dimensional cross sections were developed and layered with photos of the existing site to create ground-level composite views of the proposed path, as shown in Figure 13.

Pedestrian-scale lighting along the new path is also a consideration. It is recommended that the Burlington Electric Department (BED) perform an analysis of existing streetlights and determine what lighting levels need to be met and/or improved to meet lighting requirements for the new path. Existing highway-scale streetlights are called out in Figure 14 on the following page.

Figure 13 A View of the Preferred Alternative from East of the Bridge, Facing East

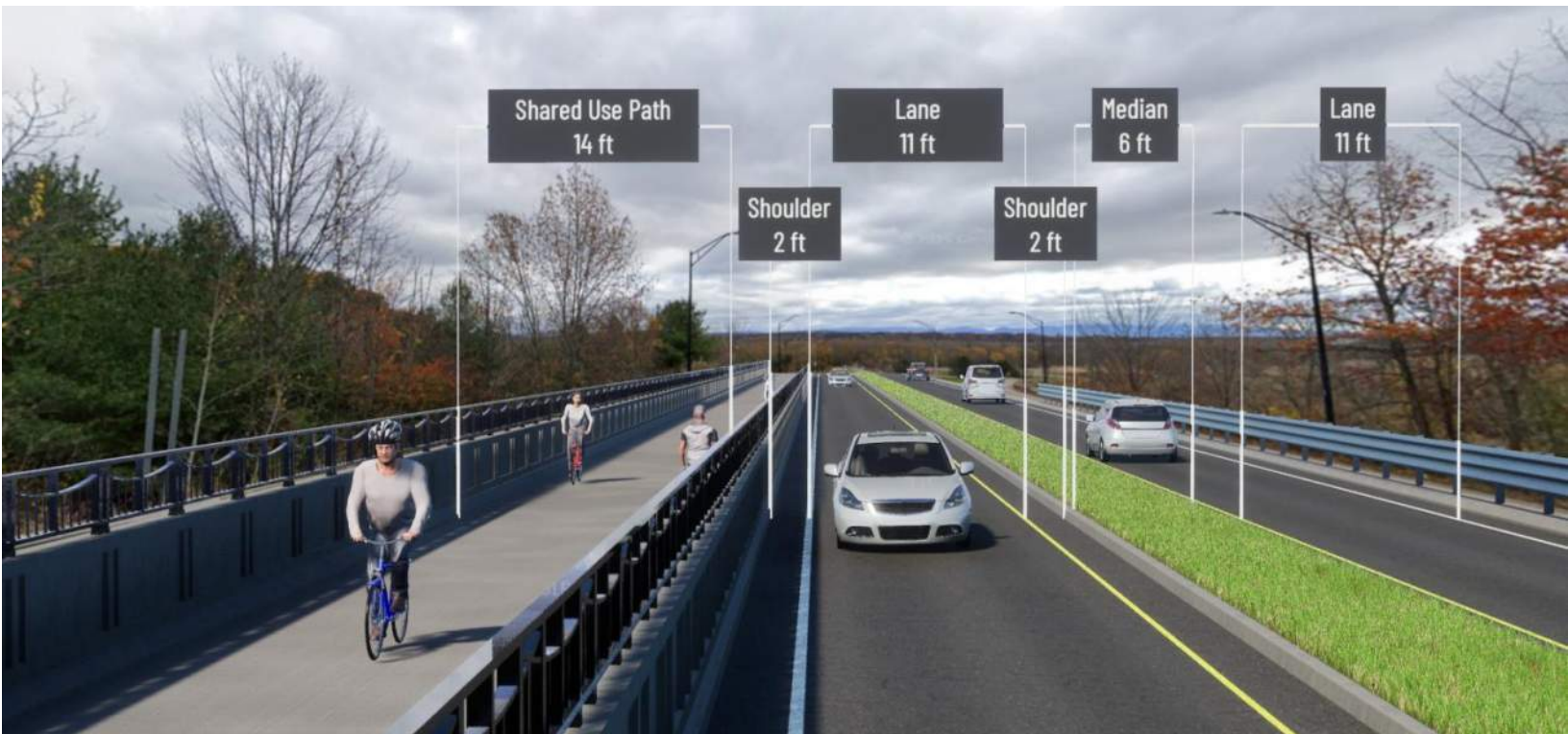
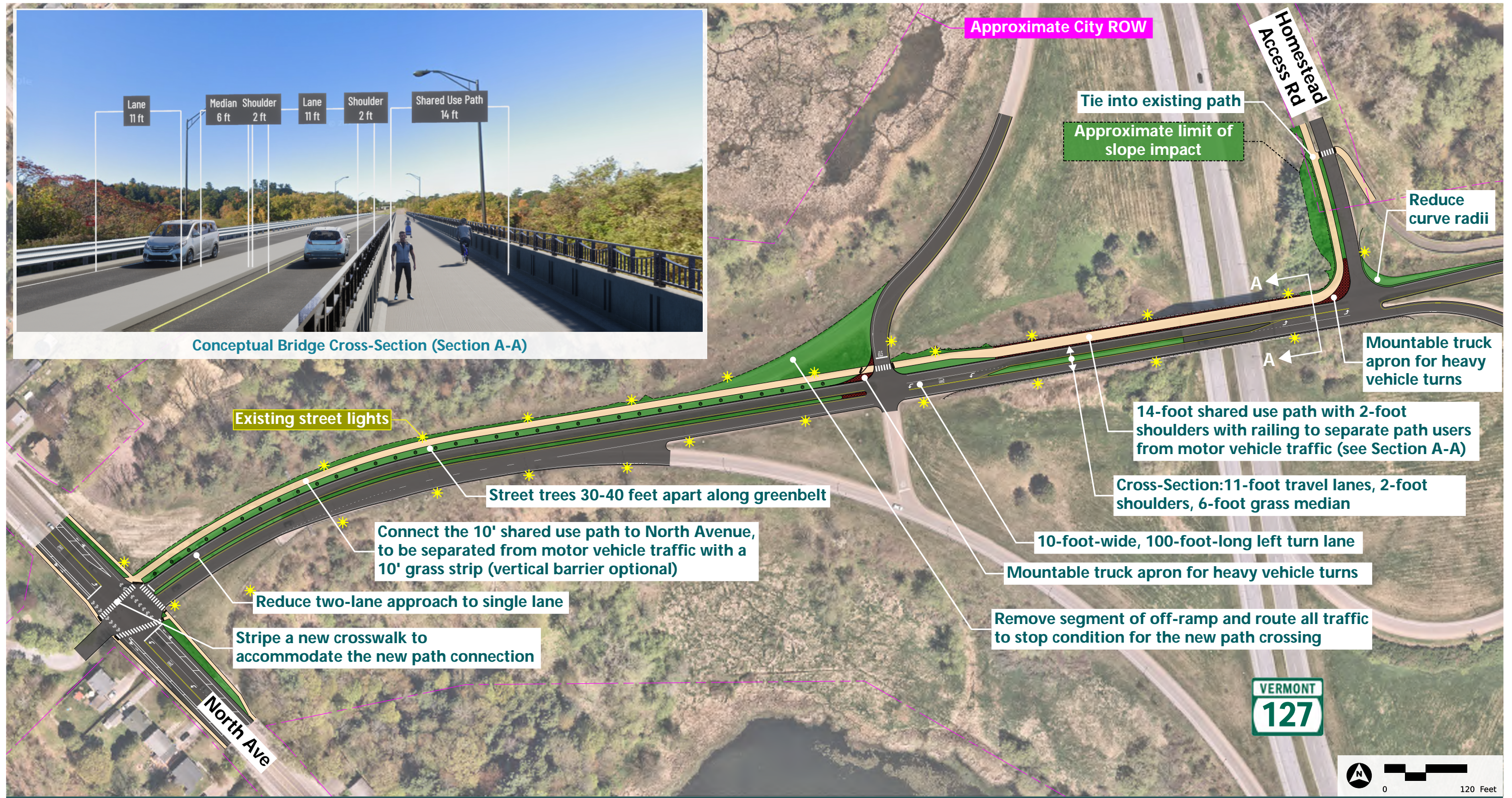


Figure 14 Conceptual Layout Plan of the Preferred Alternative



## 5.1.2 Westbound Lane Removal along VT 127 Off-Ramps

The project team assessed the potential removal of one of the westbound lanes for the VT 127 off-ramps along the road's approach to North Avenue. The rationale for this refinement was two-fold; given all alternatives involved removing the southbound off-ramp's slip lane, the second lane along the westbound approach is no longer necessary as the lane's primary purpose was to serve the slip lane without requiring a downstream merge for drivers. Additionally, the removal of the second lane provides a significant amount of space for the new connection. Utilizing this space would allow for a replacement and reduction of impervious space, rather than new impervious (if the new connection were to be constructed parallel to the second off-ramp lane).

To analyze the feasibility of this lane removal, traffic counts were collected for the southbound off-ramp from July 29 to August 4, 2025, and at the North Avenue intersection on June 25, 2025. These counts were adjusted to reflect average volumes in 2025 and in the future year of 2030. In line with volume forecasting standards for the state of Vermont, the VTrans Redbook was used to determine a five-year growth rate of 1.016, and a seasonal adjustment factor of 1.125 was calculated using volumes from the nearest continuous traffic counter (D001).

The adjusted volumes were used to simulate traffic under existing conditions and the proposed realignment during the current year and future year. SimTraffic Version 12 software was used to evaluate delay, level of service, and queue length under both scenarios. This analysis demonstrated that removal of the southbound off-ramp slip lane would not adversely impact traffic operations on the ramp. In addition, the westbound approach to the North Avenue intersection could be reduced to a single lane without significant increases to traffic delay or queue lengths. The full results of the traffic operations analysis are included in **Appendix I**.

Based on typical construction costs in 2025, a cost estimate for the construction of the preferred alternative was performed, which included the cost of materials, labor, traffic control, engineering design, and contingencies. The preferred alternative cost estimate is \$5.1 million. The detailed cost estimate is provided in **Appendix J**.

## 5.2 Implementation

The proposed improvements for the existing path identified in the Safety Assessment (**Appendix B**) and Widening Feasibility (**Appendix E**) memos may be implemented in the short term. These include relatively low-cost treatments, such as the installation of new guardrail along specific segments of VT 127 northbound, the repair of damaged pavement on the path, and path widening in areas currently less than 10 feet in width.

Given the projected cost of the preferred alternative for the new connection, this recommendation is inherently a longer-term consideration for the City. It is recommended that collaboration continues with planBTV efforts in the New North End to be sure that recommendations for the VT 127 and North Avenue intersection align with, or at least do not preclude, the recommended preferred alternative of this study.

## 5.3 Funding Opportunities

To advance the preferred alternative to construction, several grant programs are outlined below as potential funding opportunities.

### 5.3.1 State and Local Grants

- › **VTrans Bicycle and Pedestrian Program:** Provides funding for the scoping, design, and construction of sidewalks, crosswalks, shared use paths, and other bike/pedestrian infrastructure. This is a competitive grant program with a required 20 percent local match for federally funded construction and a 50 percent local match for smaller state-funded construction projects. Applications generally open in spring and are due in mid-summer.
- › **Transportation Alternatives Program (TAP):** Offers up to \$750,000 in funding for the design and construction of pedestrian and bicycle infrastructure, traffic calming, lighting, and safety-related enhancements. Requires a 20 percent local match. Applications generally open in the fall.
- › **Vermont Community Development Program:** Offers additional grant opportunities that can support project elements aligned with economic and community development. Applications are accepted on a rolling basis.
- › **AARP Vermont's Placemaking Grant Program:** Provides small-scale funding for projects that promote livability and public space enhancements, particularly for older adults and people of all ages and abilities. Applications are generally open annually through September.

### 5.3.2 Federal Grants

- › **Better Utilizing Investments to Leverage Development (BUILD) Program:** Previously known as the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant, the BUILD grant supports planning and construction of multi-modal surface transportation infrastructure. Downtown Burlington has been a previous recipient of this grant and demonstrates the potential competitiveness of similar local projects.
- › **Northern Border Regional Commission – Catalyst Program:** Federal-State partnership program supporting economic development and transportation revitalization projects. The pre-application period for Spring 2026 grants is open through February.

# Appendices

- A** VT 127 Bridge Inspection Report
- B** Safety Assessment Memo
- C** Archaeological Resources Assessment Report
- D** Historic Resources Assessment Memo
- E** Path Widening Feasibility Memo
- F** Public Involvement Plan
- G** Public Survey Results
- H** Public Meeting Materials
- I** Traffic Operations Analysis Results
- J** Preferred Alternative Cost Estimate



# A

## VT 127 Bridge Inspection Report

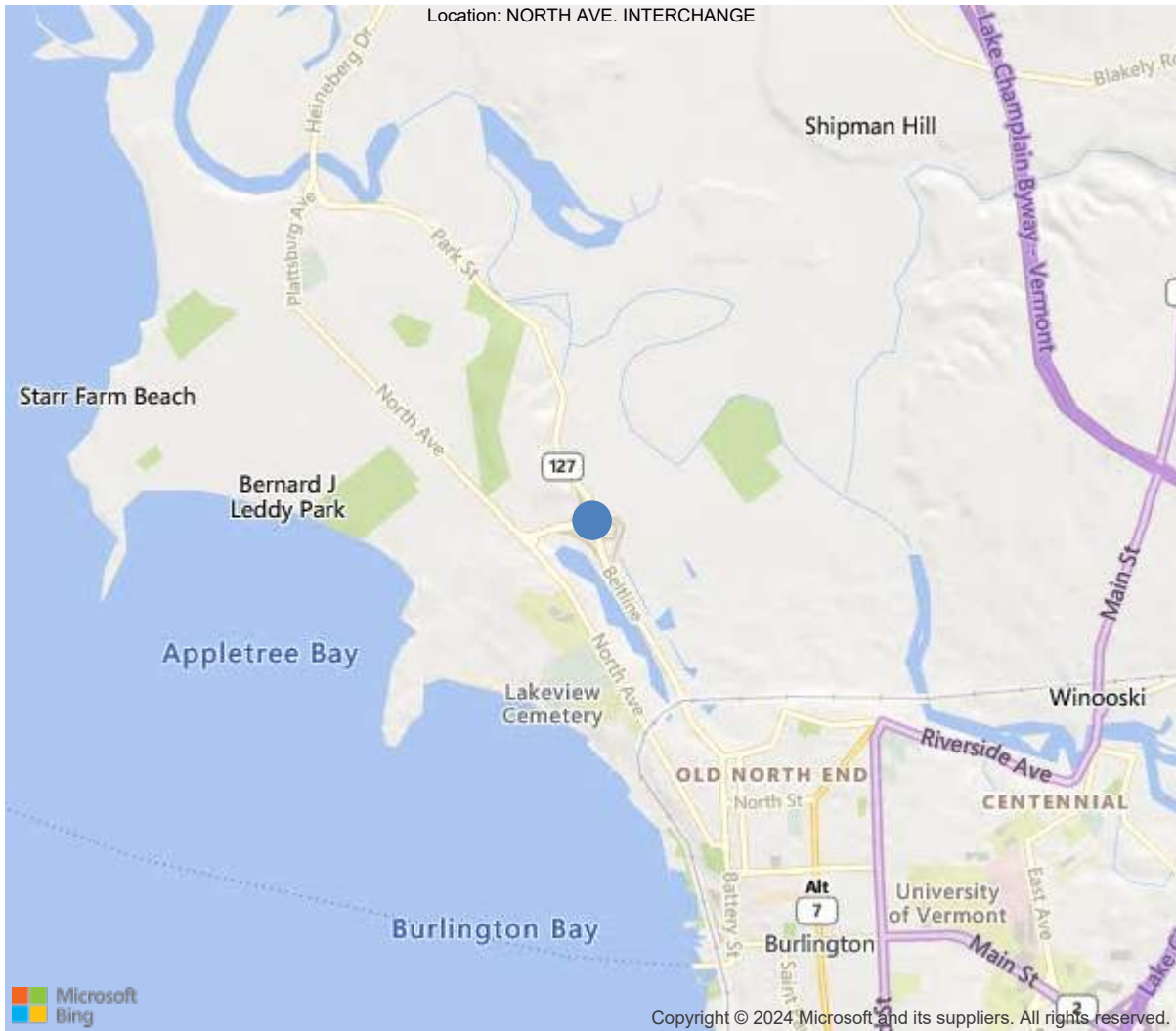


Town: 37 - BURLINGTON

District 5, 7 - CHITTENDEN County

Owner: 4 - City or Municipal Highway Agency

Maintenance Responsibility: 4 - City or Municipal Highway Agency



44.50221, -73.23076

IDENTIFICATION	
(1) State Names	50 - Vermont
(8) Structure Number	2050270D1204032
(5) Inventory Route	1
(2) Highway Agency District	5 - District 5
(3) County Code	7 - CHITTENDEN
(4) Place Code	10675
(6) Features Intersected	FAU TH11 OVER VT127
(7) Facility Carried	FAU TH11
(9) Location	NORTH AVE. INTERCHANGE
(11) Mile Point	0 mi
(12) Base Highway Network	Yes
(13) LRS Inventory Rte & Subrte	0070000127
(16) Latitude	44.5022083333333
(17) Longitude	-73.2307583333333
(98) Border Bridge State Code	
(99) Border Bridge Structure No.	
STRUCTURE TYPE AND MATERIAL	
(43) Main Structure Type	32
Material	3 - Steel
Type	2 - Stringer/Multi-beam or girder
(44) Approach Structure Type	00
Material	0 - Other
Type	0 - Other
(45) No. of Spans in Main Unit	1
(46) No. of Approach Spans	0
(107) Deck Structure Type	1 - Concrete Cast-in-Place
(108) Wearing Surface/Protective System	
Type of Wearing Surface	6 - Bituminous
Type of Membrane	2 - Preformed Fabric
Type of Deck Protection	1 - Epoxy Coated Reinforcing
AGE AND SERVICE	
(27) Year Built	1984
(106) Year Reconstructed	0
(42) Type of Service	11
On	1 - Highway
Under	1 - Highway, with or without pedestrian
(28) Lane	
On	2
Under	5
(29) Average Daily Traffic	5000
(30) Year of ADT	2019
(109) Truck ADT	2 %
(19) Bypass, Detour Length	0 mi
GEOMETRIC DATA	
(48) Length of Maximum Span	128 ft
(49) Structure Length	132 ft
(50) Curb or Sidewalk Width	
Left	0.5 ft
Right	0.5 ft
(51) Bridge Roadway Width Curb to Curb	54.7 ft
(52) Deck Width Out to Out	58.8 ft
(32) Approach Roadway Width (W/Shoulders)	40 ft
(33) Bridge Median	2 - Closed median(no
(34) Skew	0 Deg
(35) Structure Flared	0 - No flare
(10) Inventory Route Min Vert Clear	99.99 ft
(47) Inventory Route Total Horiz Clear	54.7 ft
(53) Min Vert Clear Over Bridge Rdwy	99.99 ft
(54) Min Vert Underclear	14.75 ft
Ref:	
(55) Min Lat Underclear RT	23 ft
Ref:	
(56) Min Lat Underclear LT	0 ft
NAVIGATION DATA	
(38) Navigation Control	N - Not applicable, no waterwa
(111) Pier Protection	
(39) Navigation Vertical Clearance	0 ft
(116) Vert-Lift Bridge Nav Min Vert Clear	0 ft
(40) Navigation Horizontal Clearance	0 ft

CLASSIFICATION	
(112) NBIS Bridge Length	Y
(104) Highway System	0
(26) Functional Class	14 - Urban Other Principal Art
(100) Defense Highway	0 - The inventory route is not
(101) Parallel Structure	N - No parallel structure exis
(102) Direction of Traffic	2 - way traffic
(103) Temporary Structure	
(105) Federal Lands Highways	0 - N/A
(110) Designated National Network	0 - The inventory route is not
(20) Toll	3 - On free road. The structu
(21) Maintain	4 - City or Municipal Highway
(22) Owner	4 - City or Municipal Highway
(37) Historical Significance	5 - Bridge is not eligible for
CONDITION	
(58) Deck	7
(59) Superstructure	8
(60) Substructure	6
(61) Channel & Channel Protection	N
(62) Culverts	N
LOAD RATING AND POSTING	
(31) Design Load	9 - MS 22.5 / HS 25
(63) Operating Rating Method	2
(64) Operating Rating	
Type	2 - Allowable Stress(AS)
Rating	99
(65) Inventory Rating Method	2 - Allowable Stress(AS)
(66) Inventory Rating	
Type	
Rating	50
(70) Bridge Posting	5 - Equal to or above legal loads
(41) Structure Open/Posted/Closed	A - Open, no restriction
APPRAISAL	
(67) Structural Evaluation	6
(68) Deck Geometry	9
(69) Clearances, Vertical/Horizontal	6
(71) Waterway Adequacy	N
(72) Approach Roadway Alignment	8
(36A) Bridge Railings	1 - Inspected feature meets current
(36B) Transitions	1 - Inspected feature meets current
(36C) Approach Guardrail	1 - Inspected feature meets current
(36D) Approach Guardrail Ends	1 - Inspected feature meets current
(113) Scour Critical Bridges	N - Bridge not over waterway.
PROPOSED IMPROVEMENTS	
(75) Type of Work	
(76) Length of Structure Improvement	ft
(94) Bridge Improvement Cost (Multiply value by 1000)	\$
(95) Roadway Improvement Cost (Multiply value by 1000)	\$
(96) Total Project Cost (Multiply value by 1000)	\$
(97) Year of Improvement Cost Estimate	
(114) Future ADT	5250
(115) Year of Future ADT	2029

INSPECTIONS *			
(90) Inspection Date			07/23/2024
(91) Frequency			24
(92) Critical Feature Inspection	Done	Freq. (Mon)	Date
A: Fracture Critical Detail	No		
B: Underwater Inspection	No		
C: Other Special Inspection			
* The inspection date and frequency information in this box contains the current NBI date and frequency information. Please refer to the report header for the date this inspection was conducted.			

**Maintenance Needs**

**Date Reported:** 07/20/2022

**Priority:** 4 - Maintenance Finding - Next Inspection Cycle

**Status:** Open

**Type of Work:** 19 - Deck - Seal curb joints

**Component:** Deck

**Deficiency Description**

Curb seals at both ends of structure have cracking and have ~1/2" to 1" of separation and allow leakage below and should be resealed.

**Remarks**



Curb Seal (Northern End of Abutment #1)



Curb Seal (Southern End of Abutment #1)

**Maintenance Needs**

**Date Reported:** 07/20/2022

**Priority:** 4 - Maintenance Finding - Next Inspection Cycle

**Status:** Open

**Type of Work:** 41 - General - Cutting brush

**Component:** General

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**Deficiency Description**

Brush along approach rail and edges of structure continue to grow and is becoming thicker and needs to be cut back.

**Remarks**

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Southwest Corner Brush



Brush Overgrowth over Approach Rail

**Maintenance Needs**

**Date Reported:** 07/23/2024

**Priority:** 4 - Maintenance Finding - Next Inspection Cycle

**Status:** Open

**Type of Work:** 14 - Deck - Joint repair or replacement

**Component:** Deck

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**Deficiency Description**

Asphaltic plug joint over abutment #1 has heavy transverse cracking and needs to be resealed / replaced.

**Remarks**

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Asphaltic Plug Joint on North Side of Abutment #1



Asphaltic Plug Joint on South Side of Abutment #1

Team Lead: Stephen Piro, Inspection Date: 07/23/2024

**Deck**

ELEMENTS	DESCRIPTION	UNITS	TOTAL	CS1	CS2	CS3	CS4
<b>12</b>	Reinforced Concrete Deck	SF	7514	7464	50	0	0
<b>1120</b>	Efflorescence/Rust Staining	SF	20	0	20	0	0
<b>1130</b>	Cracking (RC and Other)	SF	30	0	30	0	0
<b>510</b>	Wearing Surfaces	SF	7220	7220	0	0	0
<b>301</b>	Pourable Joint Seal	LF	59	29	0	30	0
<b>2340</b>	Seal Cracking	LF	30	0	0	30	0
<b>330</b>	Metal Bridge Railing	LF	264	264	0	0	0
<b>804</b>	Concrete Fascia	LF	264	230	34	0	0
<b>1120</b>	Efflorescence/Rust Staining	LF	4	0	4	0	0
<b>1130</b>	Cracking (RC and Other)	LF	30	0	30	0	0

**58 - Deck (7 - GOOD CONDITION - some minor problems.)**

Reinforced concrete deck is in fairly good condition having a few small cracks with light efflorescence leakage in bay #4 near abutment #2.

**200 - Existing Wearing Surface Depth (3)**

**A21 - Deck Wearing Surface Condition (Good)**

Asphalt is in good condition having very light wear.

**A24 - Deck Curb Condition (Good)**

Concrete curb with granite block facing is in fairly good condition having a few hairline cracks. Curb seals at ends of deck have separated ~1/2" to 1" and is cracked.

**A39 - Deck Fascia Condition (Good)**

Concrete fascia is in fairly good condition having small hairline cracks throughout.

**B.C.05 Bridge Railing Condition Rating (GOOD - Some minor defects.)**

Galvanized double box beam rail is in fairly good condition having some light scrapes along the face of rail. Connections bolts are missing along the posts #21 through #24 along the top tier and the lower tier is missing a well on post #24. Connection bolts are missing along the lower tier of rail at post #1 through #3 and along the top tier of rail at post #8 and #9 along the southern side of bridge. Tear in transition rail along the South side of abutment #1. Pedestal mounted galvanized steel tube posts are in fairly good condition.

**B.C.08 Bridge Joints Condition Rating (SATISFACTORY - Widespread minor or isolated moderate defects.)**

Asphaltic plug joints are in satisfactory condition with the joint at abutment #1 having heavy transverse cracking. Joint over abutment #2 is in good condition.

**APPROACH**

**72 - Approach Roadway Alignment (8 - Equal to present desirable criteria)**

Roadway alignment is straight from the abutment #1 approach while abutment #2 has a curve further away from structure.

**A13 - Approach Rail Condition (Good)**

Galvanized steel beam rail is in fairly good condition. Brush growth is very prevalent throughout growing over and under rail. Minor impact damage with rail being bent and pushed away from roadway along the north side past abutment #1.

**A16 - Approach Post Condition (Good)**

**Team Lead:** Stephen Piro, **Inspection Date:** 07/23/2024

Heavy duty pressure treated timber posts with timber offsets are in fairly good condition having some light weathering and light splits and cracks in wood. North side of abutment #1 has galvanized steel beam rail in okay condition being bent and pushed away from roadway with a few posts have twists and dents.

**B.C.06 Bridge Railing Transitions Condition Rating** (GOOD - Some minor defects.)

**Team Lead:** Stephen Piro, **Inspection Date:** 07/23/2024

### Superstructure

ELEMENTS	DESCRIPTION	UNITS	TOTAL	CS1	CS2	CS3	CS4
<b>107</b>	Steel Open Girder/Beam	LF	1024	988	24	12	0
<b>1000</b>	Corrosion	LF	36	0	24	12	0
<b>314</b>	Pot Bearing	EA	16	12	4	0	0
<b>1000</b>	Corrosion	EA	4	0	4	0	0

**59 - Superstructure (8 - VERY GOOD CONDITION - no problems noted.)**

Eight (8) A588 treated welded plate girders are in fairly good condition. Fascia beams and beam #4 have slight surface rusting with some bubbling present.

**A55 - Lateral Bracing Condition (Good)**

Six (6) A588 treated steel W-Shape diaphragms are present in each bay along structure that are bolted to steel plates that are welded to the girders and are in good condition. Additional one (1) A588 treated c-channel cross bracing is present over abutment #2 in good condition.

**B.C.07 Bridge Bearings Condition Rating (GOOD - Some minor defects.)**

Pot bearings are present on both abutments are in fairly good condition.

### Substructure

ELEMENTS	DESCRIPTION	UNITS	TOTAL	CS1	CS2	CS3	CS4
<b>215</b>	Reinforced Concrete Abutment	LF	118	34	64	20	0
<b>1080</b>	Delamination/Spall/Patched Area	LF	3	0	0	3	0
<b>1120</b>	Efflorescence/Rust Staining	LF	22	0	12	10	0
<b>1130</b>	Cracking (RC and Other)	LF	59	0	52	7	0
<b>800</b>	Reinforced Concrete Wing/Retaining Wall	EA	55	51	4	0	0
<b>1120</b>	Efflorescence/Rust Staining	EA	4	0	4	0	0

#### 60 - Substructure (6 - SATISFACTORY CONDITION - structural elements show some minor deterioration.)

Reinforced concrete abutment #1 is in fairly good condition having some light wear with map cracking present throughout abutment stem. Saturation stains are present along the outer portions of abutment stem with heavier cracking. Various areas of small rust stains are present along the outer portions. Multiple full height vertical cracks are present with some cracks as wide as ~1/8" in width like below beam #3 and #6.

Reinforced concrete abutment #2 is in satisfactory condition having heavily saturated areas along the outer portions of abutment stems with rust stains and efflorescence leakage. Southern end of abutment stem has areas of delaminations and spalling that has exposed the steel reinforcing. Moderate map cracking is present along the outer portions of stem with light cracking along interior portion. Interior portions are fairly clean between beams #2 through #7 with only a few light full height vertical cracks present.

#### A71 - Abutment End Walls Condition (Satisfactory)

Reinforced concrete curtain wall at abutment #2 is in satisfactory condition. Reinforced concrete backwall is present at abutment #1 with heavy efflorescence leakage present throughout the interior portions.

#### A77 - Retaining/Wingwall Condition (Satisfactory)

Concrete wingwalls are in satisfactory condition having map cracking and small areas of efflorescence and rust stains.

### CHANNEL

**61 - Channel Condition** (N - Not applicable.)

**B.C.10 Channel Protection Condition Rating** (NOT APPLICABLE - Bridge does not cross over water or channel protection devices do not exist.)

**B.C.11 Scour Condition Rating** (Bridge does not cross over water.)

### GENERAL OBSERVATION

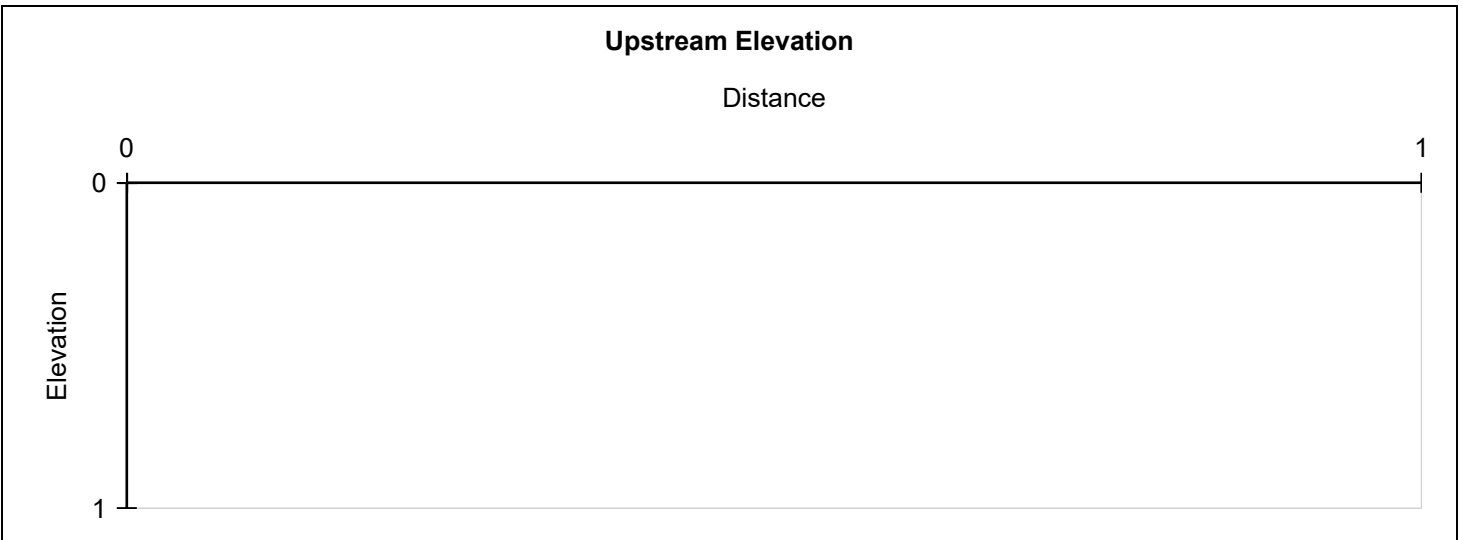
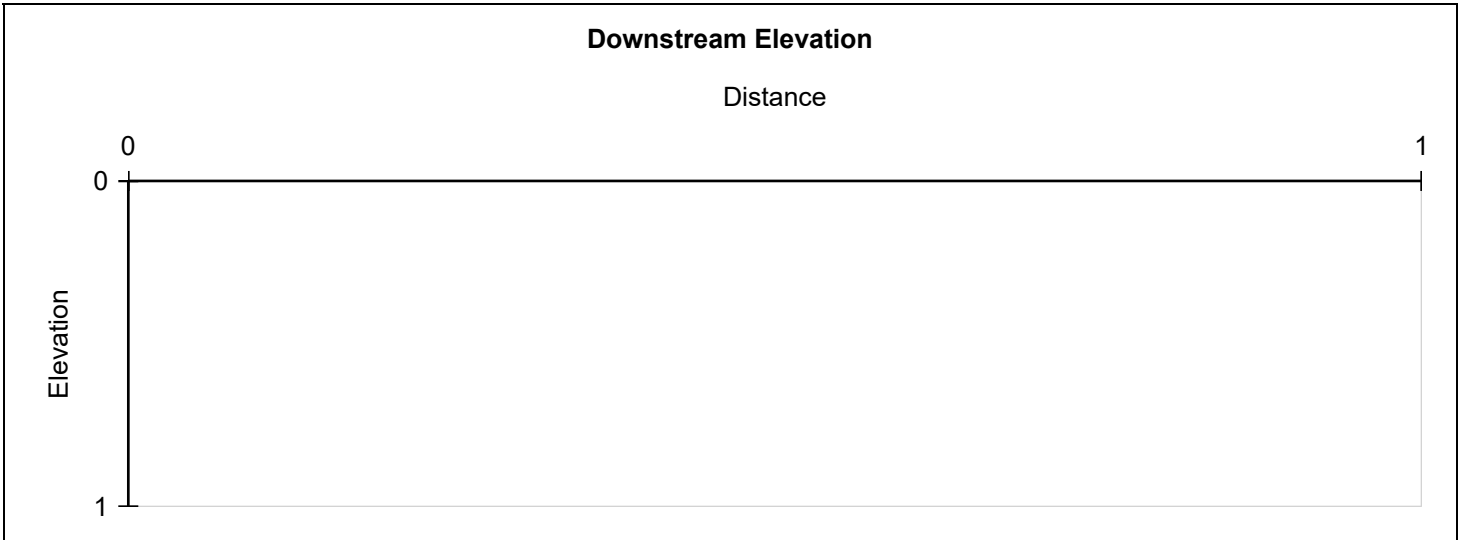
Structure is in fairly good condition. Permanent snow fence should be installed along both sides of bridge rail. Curb seals at both ends of structure have cracking and have ~1/2" to 1" of separation and allow leakage below and should be resealed. Abutments should be cleaned and sealed along the outer portions to prevent further deterioration. Brush growth along wingwalls and along approach rail should be cut back and cleaned up.

**Team Lead:** Stephen Piro, **Inspection Date:** 07/23/2024

**Channel Profile**

Waterway Flow:	Top of Water:
Origin:	Bottom of Beam:

Station	Distance	Downstream	Upstream
---------	----------	------------	----------





Abutment #2 Northern End



Abutment #2



Southern Elevation



Heavy Efflorescence Leakage at Abutment #1  
Backwall



Northern End of Abutment #1



Southern End of Abutment #1



Northern End of Abutment #1



Southern End of Abutment #1



Northwest Corner Brush



Post #21 through #24 on Northern



Post #24 Missing Both Connection Bolts



Post #21 through #24 on Northern



Southeast Approach



Bay #4 at Abutment #2



Abutment 2 approach (East)



Missing rail bolts from last 3 posts on wingwall 3



Wearing surface Westbound lane from abutment 2



Abutment 2 joint



Missing top bridge rail bolts at 2nd & 3rd rail posts  
West of abutment 2



Wearing surface Eastbound lane from abutment 1



Abutment 1 joint



Missing lower rail bolts wingwall 2 rail posts 2 & 3



South bridge rail



North approach rail to abutment 1



North bridge rail



Abutment 1 approach (West)



Soffit & superstructure facing abutment 1



Soffit & superstructure facing abutment 2



South elevation



Wingwall 3



Wingwall 2



Wingwall 1



South end of abutment 2 at wingwall 4



Abutment 2



Abutment 1



North elevation



# B

## Safety Assessment Memo

To: CCRPC; cc: Bryan Davis, AICP  
BPRW; cc: Sophie Sauve

Date: April 24, 2025

Project #: 58644.18

From: Evan Haugh, EIT  
Drew Gingras, PE

Re: CCRPC & BPRW VT 127 Shared Use Path Scoping and Feasibility  
Study – Safety Assessment

## Introduction

In collaboration with Burlington Parks Recreation & Waterfront (BPRW) and the Chittenden County Regional Planning Commission (CCRPC), a safety assessment has been conducted to evaluate the current conditions and identify improvement options for the VT 127 Shared Use Path in Burlington, Vermont relative to its proximity to VT 127. This path serves as a vital corridor for pedestrians, cyclists, and other non-motorized users within the community, providing a key connection between the Old North End (ONE) and New North End (NNE) neighborhoods.

This initial phase of the study includes a preliminary assessment of the existing safety conditions. Future phases will focus on planning and implementing effective improvements to ensure that the VT 127 Shared Use Path remains a safe, comfortable, and enjoyable route for all users. This memorandum summarizes the findings from a preliminary safety assessment, and proposes targeted countermeasures designed to enhance the safety and functionality of the path.

## Existing Conditions

The VT 127 Shared Use Path extends from Ethan Allen Parkway on the northern end to Manhattan Drive on the south, connecting the NNE and the ONE to each other as well as recreational destinations / points of interest like the Intervale and Ethan Allen Homestead. The path spans approximately 3 miles, with most of the alignment adjacent to VT 127. Due to this proximity, a key concern is protecting path users from vehicle crashes, in particular, roadway departure crashes. The path features signage, pavement markings, and fencing designed to enhance safety and accessibility.

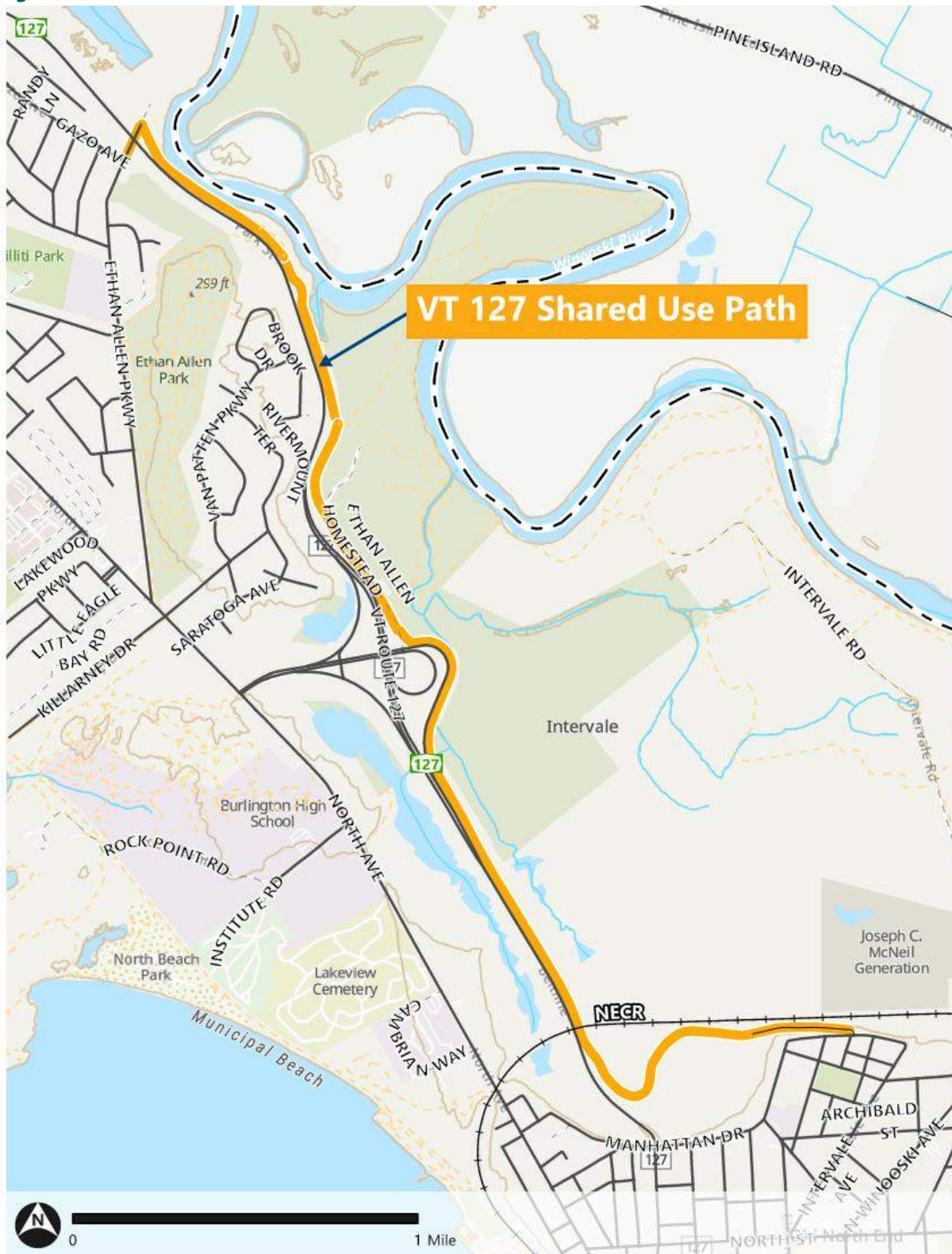
This memo evaluates additional safety measures to harden the path/highway separation, with particular focus on upgraded longitudinal barriers to prevent errant vehicles from crashing into the path. The shared use path's route can be seen in **Figure 1**.



*Evidence of two roadway departure crashes that were stopped by the existing chain link fence just prior to reaching the path.*

*(Photos were taken in the fall of 2024).*

**Figure 1 Shared Use Path Location**



## Safety

Roadway departures into shared-use paths pose a high risk of injury and create an uncomfortable environment for vulnerable users. The presence of damaged guardrail, tire marks, or broken glass can become a significant deterrent to path use even without a history of injuries. As part of this evaluation, VHB investigated the frequency of roadway departure crashes on VT 127 and the distances from the roadway to position of final rest.

### Crash Analysis

VHB obtained the 5-year crash history from VTrans for the period of 2019 to 2023. Corresponding with the study area, this included VT 127 from mile point 0.0 to 2.46. In this period, there were 56 total crashes. None involved a pedestrian or cyclist, and none resulted in death or serious injury. To identify trends, VHB analyzed the crash data for factors including type of crash (roadway departure or other), direction of travel, and contributing factors.

### Significance of Roadway Departures

Roadway departure was defined for this exercise as any crashes where one or more vehicle's final resting position was off the paved road. This accounts for nearly half of all crashes within the Study Area along VT 127. This includes most head-on crashes, run-off-the-road crashes, fixed object strikes, rollovers, and similar crash profiles. It excludes most rear end crashes and animal strikes in the travel lane.

By closely analyzing the conditions and circumstances of these roadway departures, the need for additional targeted measures can be assessed.

### Roadway Departure Crashes

Examining the data further, 23 out of the 56 (41%) of these crashes were roadway departures. Notably, 7 (12.5%) of these roadway departures involved vehicles reaching the shared use path. **Table 1** details these crashes that resulted in impacts to the shared use path. The remaining 16 vehicle roadway departure crashes (mostly southbound) all landed on the westerly side of VT 127, not impacting the shared use path. None of these crashes resulted in a fatality or serious injury.

### Guardrail Prevention of Roadway Departures

Notably, some vehicles were prevented from leaving the roadway by guardrail. There were 6 crashes—3 crashes in the southbound direction, 3 in the northbound (path side)—where vehicles were stopped by guardrail; these are shown below in **Table 2**. There is significantly more guardrail on the west side of the road than the east. A visual representation of these crashes—as well as the locations of existing guardrail—can be seen in Figures 2 and 3 below.

**Table 1 Roadway Departures that reached the Shared Use Path**

Crash Location	Direction of Travel	Go Through Fence	Impact Shared Use Path	Contributing Factor
Crash 1 (Figure 2)	NB	Yes	Yes	Unknown**
Crash 2 (Figure 2)	NB	Yes	Yes	Unknown*
Crash 3 (Figure 2)	NB	Yes	Yes	Impairment
Crash 4 (Figure 2)	SB	Yes	Yes	Impairment
Crash 5 (Figure 2)	NB	Yes	Yes	Snow/Ice
Crash 6 (Figure 2)	NB	Yes	Yes	Speed
Crash 7 (Figure 2)	SB	Yes	Yes	Speed

\*Vehicle abandoned at scene of crash

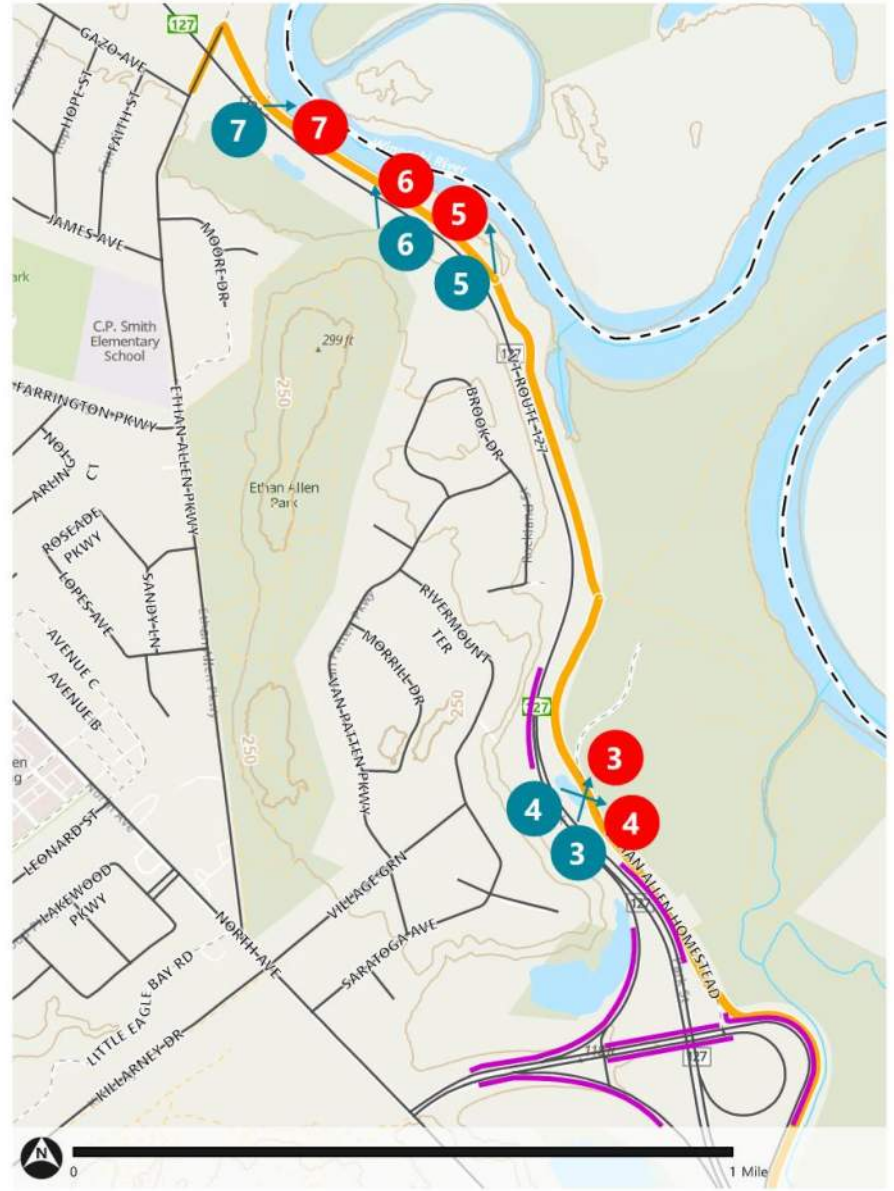
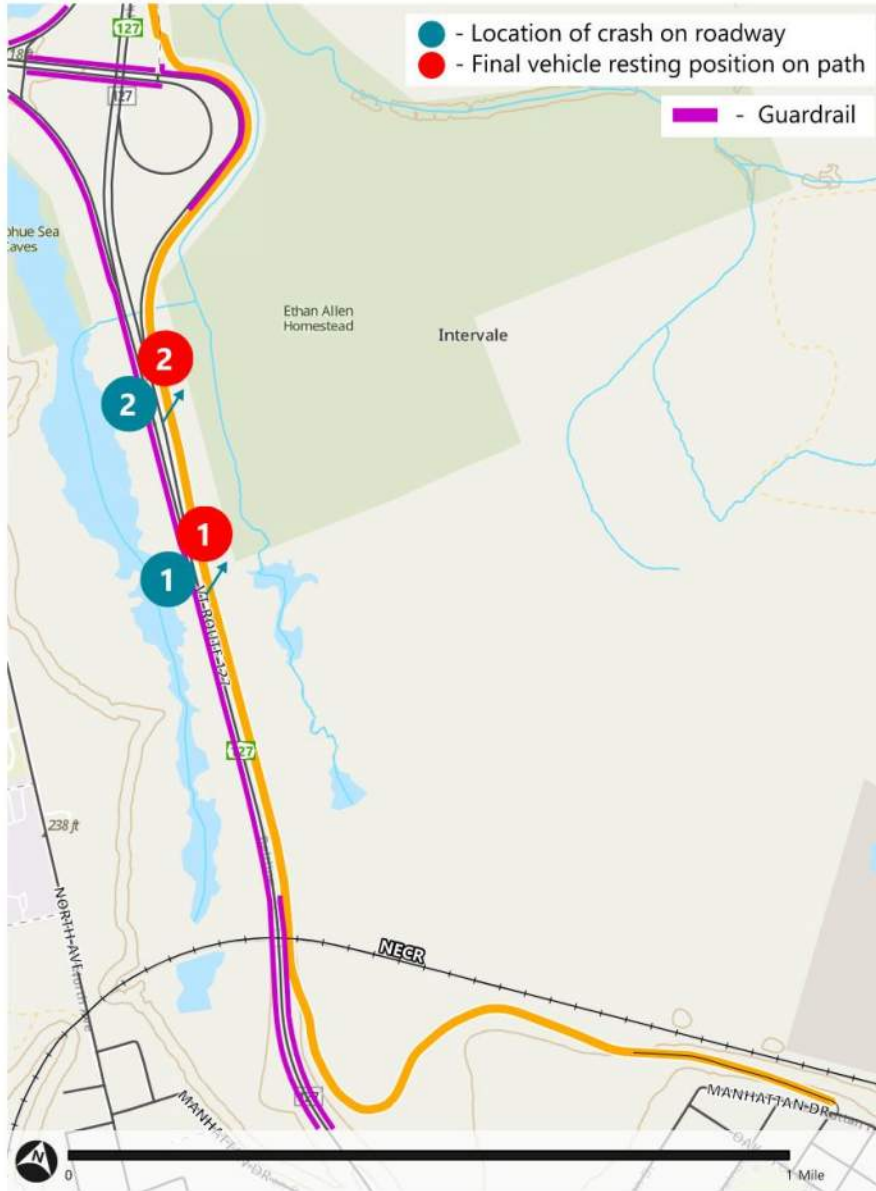
\*\*Not specified in report

**Table 2 Crashes With Guardrail Prevention**

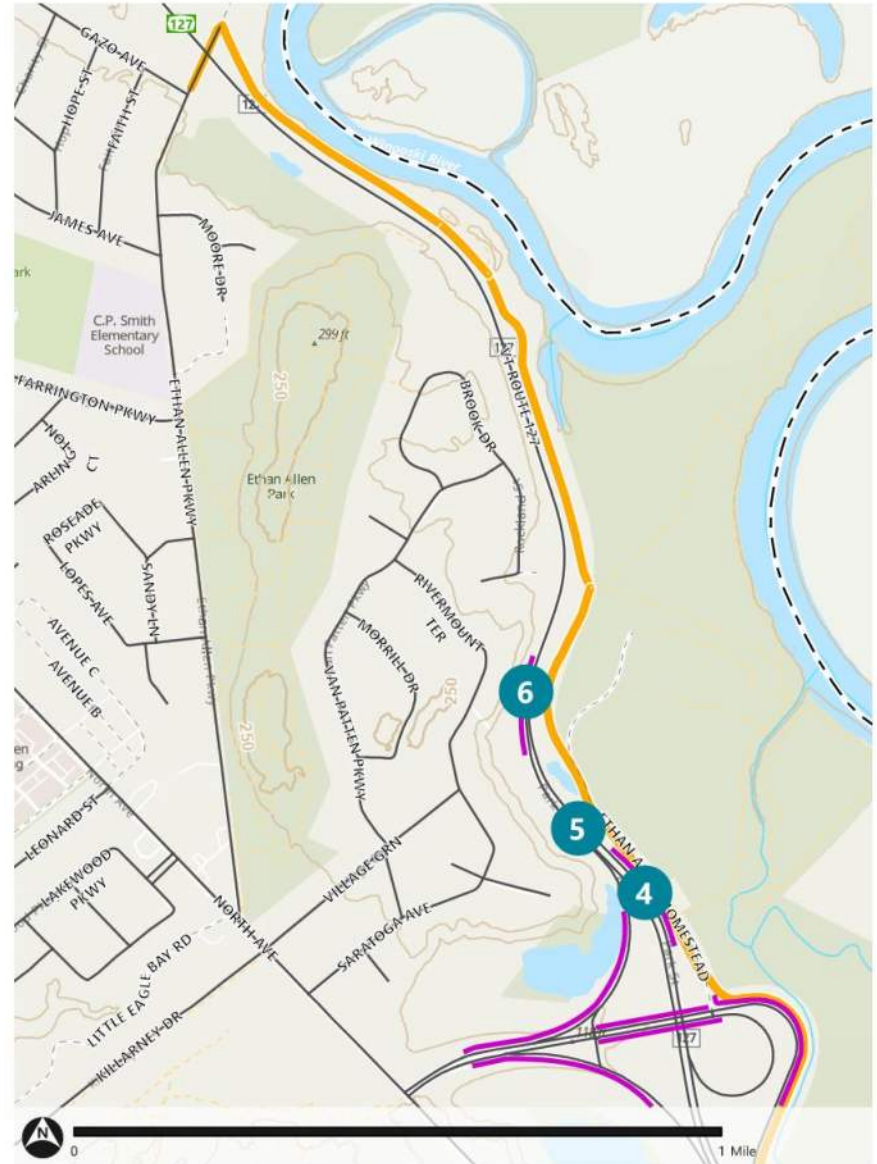
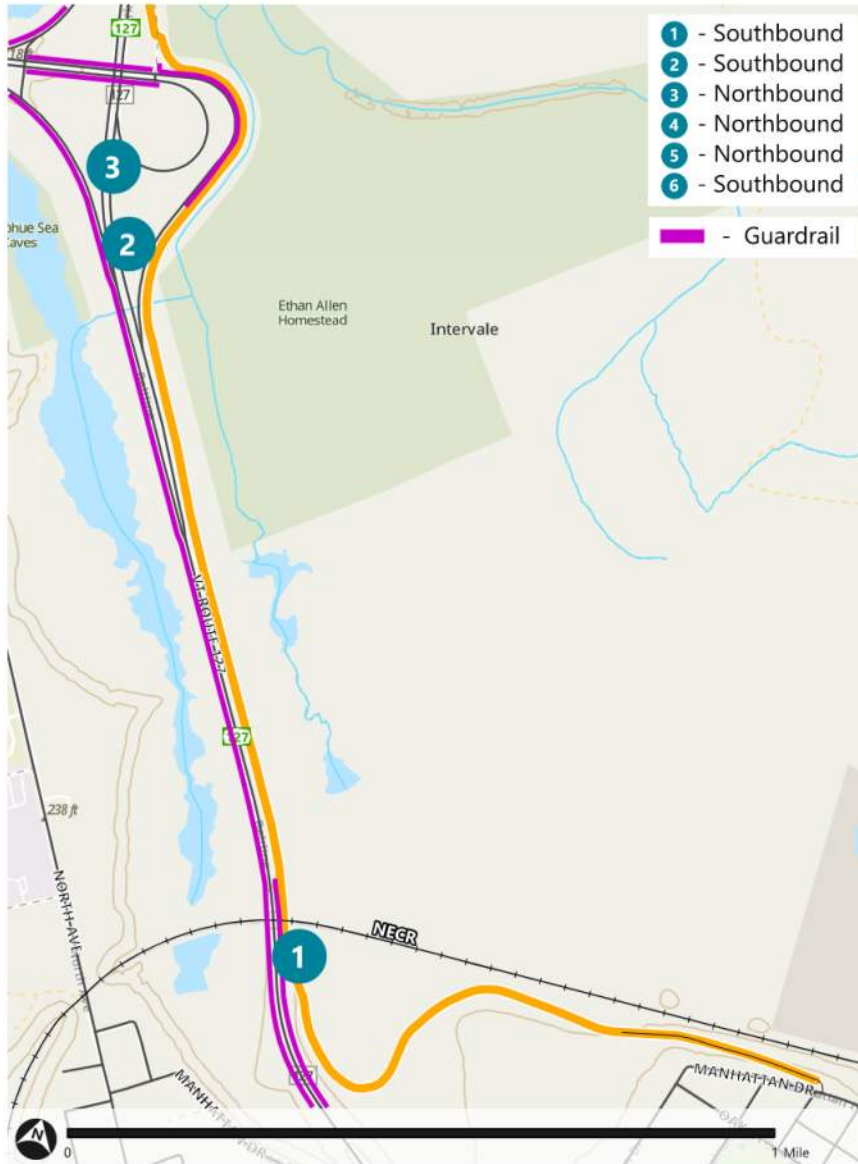
Crash Location	Direction of Travel	Crash Report Number	Toward Path?	Hit Guardrail	Contributing Factor
Crash 1 (Figure 3)	SB	20BU013252	No	Yes	Impairment
Crash 2 (Figure 3)	NB	21BU000654	No	Yes	Unknown*
Crash 3 (Figure 3)	NB	23BU014649	No	Yes	Speed
Crash 4 (Figure 3)	SB	21BU020440	Yes	Yes	Speed
Crash 5 (Figure 3)	SB	19BU002022	Yes	Yes	Snow/Ice
Crash 6 (Figure 3)	SB	23BU029804	No	Yes	Snow/Ice

\*Not specified in report

**Figure 2 Roadway Departures on Shared Use Path**



**Figure 3 Crashes With Guardrail Prevention**



### Analysis Findings

The roadway departures seem to be concentrated at curves on VT 127, with no consistent pattern regarding direction (northbound vs southbound). Most are single vehicle, but four of the roadway departure crashes were head on and two were rear ends. Animal strikes are unusually high on this segment, representing 8 of the 56 crashes.

The causes of roadway departures appear to be evenly split between impairment, speeding, and friction loss on snow or ice. Only 2 crashes (10%) involved a vehicle traveling above 55 mph, but this included some history of reckless speeds (two crashes involved a vehicle traveling 100 mph and one at 80 mph). Although the volume and severity of crashes (at reckless speeds) has been low, they point to several contributing factors.

One notable contributing factor is that these roadway departures are mostly involving a complete loss of control, such as spinning out or overturning. This is distinct from a pattern of crashes caused by inattention (“drifting off the road”) or taking curves too fast. This pattern means that drivers are as likely to leave the road to their left as to their right, raising the risk of a multivehicle crash. They are also likely to travel farther once they leave the road unless prevented by barrier.

The other risk is the history of behavioral factors, including impairment and reckless speed. Reducing these behaviors – likely through enforcement – should be part of any recommended improvements.

### Countermeasures Summary

Improving overall conditions for path users, with safety as a priority, is a major goal of this study. Currently, given VT 127 is historically defined as a “Limited Access Highway”, chain link fence is used to separate the path from the road to deter pedestrians and/or cyclists from moving between the path and roadway. For this reason, the chain link fence should be repaired or replaced where necessary, but not removed.

Currently, only about 1,000 feet of the path is protected by guardrail. Other than in the vicinity of the Ethan Allen Homestead, there are not enough natural barriers (trees, terrain, or lateral distance) to prevent a high-speed roadway departures from potentially impacting the path.

One option is to use guardrail or cable barriers to protect the path. While this would be effective, there are some tradeoffs to consider. One is the potential for guardrail to compromise motorist safety. Guardrail placed at the edge of pavement will redirect errant cars towards the roadway. Where there is not a specific hazard off the roadway (a steep slope, body of water, fixed objects, etc.) this can be more hazardous as a vehicle may end up across the centerline or exposed to secondary crashes rather than at rest along the roadside.

### Recommendations

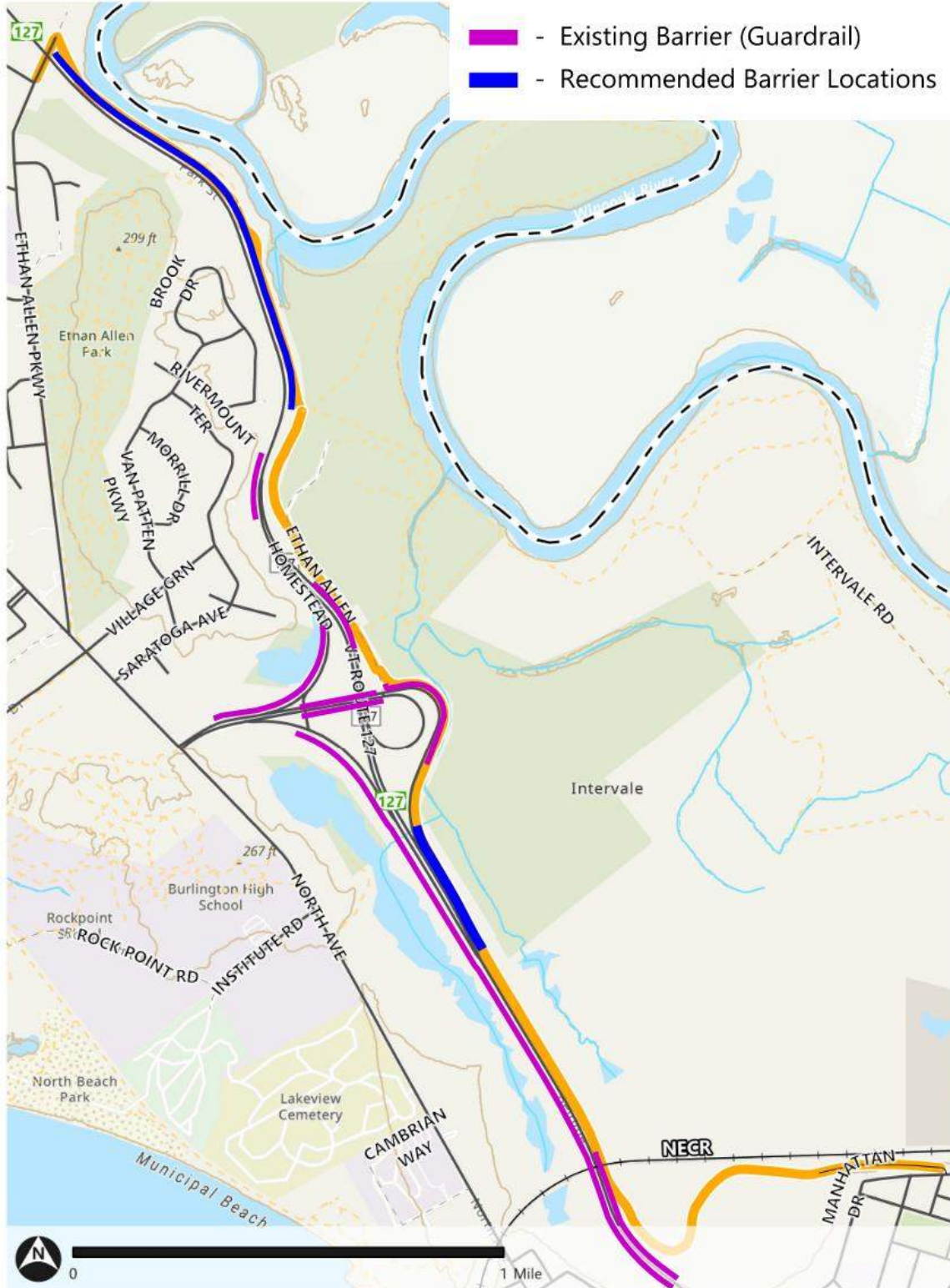
New barrier should be considered where the path is close (no natural barriers between road and path) and the side slope is not recoverable. Portions of the path meeting these criteria are shown in blue in **Figure 4**. Barrier should be considered consistent with the Roadside Design Guide, and edge line rumble strips should additionally be considered as a low-cost preventive measure along the entire length of the study area.

In **Figure 4**, the recommended segment of new barrier in the southern end of the corridor covers a 0.2-mile-long length where the slope of the 20-foot-wide green belt between the roadway and the path becomes unrecoverable for drivers, placing the path within the 24- to 28-foot suggested clear zone width by the Roadside Design Guide for those

conditions. Along this segment, two crashes in this location have reached the pathway in the past five years, as shown in **Figure 2**.

The second area where barrier installation is recommended is the northernmost 0.7 miles of roadway running parallel to the path, between the Ethan Allen Homestead and the bridge to Ethan Allen Parkway. Along the Homestead access road, the path is generally protected from traffic on VT 127 by trees, but north of the Homestead the path shifts closer to VT 127. Although the greenbelt here is relatively wide (varying 20 to 40 feet), it remains within the height and slope thresholds of the Roadside Design Guide where guardrail is preferable. While the slope becomes flatter north of the "Bridge to Nowhere," crash experience shows that drivers are still unable to recover before reaching the path.

**Figure 4 Recommended Barrier Locations**





C

# Archaeological Resources Assessment Report

# VT127 Shared Use Path Scoping and Feasibility Study

Burlington, Vermont

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## Abstract

This archaeological resource assessment (ARA) has been prepared on behalf of the Chittenden Regional Planning Commission (CCRPC) and the City of Burlington's Parks, Recreation and Waterfront (BPRW) for project planning purposes pertaining to potential upgrades to the VT 127 Shared Use Path in the City of Burlington. The study aims to design a connection point for the current VT 127 Shared Use Path, evaluate the feasibility for widening the path, and investigate the safety of path users concerning roadway departures from VT 127. Consequently, VHB staff examined the potential for previously recorded and undiscovered archaeological resources within a broad, preliminary Study Area encompassing approximately 70.7 acres (ac) to accommodate project impacts and alternatives (Appendix I: Figure 1). Background research for this ARA included a review of the contemporary physical environment, Vermont Archaeological Inventory (VAI) site records, pre-Contact Native American culture-historical chronology in Vermont, pertinent local historic documentation, and a subsequent field inspection of the Study Area. The Vermont Division for Historic Preservation's (VDHP) Online Resource Center (ORC) was consulted to identify any previously completed archaeological studies within or near the Study Area. This study resulted in the identification of 25 discrete areas which retain potential for undiscovered archaeological resources. VHB recommends that a Phase I survey be completed prior to any ground-disturbing activities in any of these archaeologically sensitive areas. If these archaeologically sensitive areas can be avoided by project impacts, no further archaeological investigation is recommended.

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## Table of Contents

<b>1</b>	<b>Introduction .....</b>	<b>1</b>
<b>2</b>	<b>Environmental Context.....</b>	<b>2</b>
<b>3</b>	<b>Cultural Background .....</b>	<b>4</b>
	Pre-Contact Native American Culture-History in Vermont .....	4
	Historic Period Context.....	6
	Eighteenth and Nineteenth Century Land Use History.....	6
	Modern Land Use History.....	8
<b>4</b>	<b>Previous Archaeological Research.....</b>	<b>9</b>
<b>5</b>	<b>Archaeological Sensitivity Assessment .....</b>	<b>10</b>
	Study Area.....	10
<b>6</b>	<b>Conclusions and Recommendations .....</b>	<b>13</b>
<b>7</b>	<b>References .....</b>	<b>14</b>

### List of Tables

Table 1.	Pre-Contact Native American Periods of Vermont Adapted from Snow (1980: 4) and Haviland and Power (1994).....	4
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### List of Figures

Figure 1.	Detail from a 1762 English Survey Map of Lake Champlain which depicts the Winooski River labeled "R. Ouinouschick," as shown as surrounded by a "Great Swamp." .....	5
Figure 2.	Detail from an 1830 survey map by John Johnson depicting the subdivision of the former Onion River Company. Note Van Ness lands in block 33 and 34.....	7

**Appendix I      Project Mapping**

**Appendix II     Field Investigation Photographs**

**Appendix III    Vermont Division for Historic Preservation  
Environmental Predictive Model for Locating Pre-contact Archaeological Sites**



# 1

## Introduction

This archaeological resource assessment (ARA) has been prepared on behalf of the Chittenden Regional Planning Commission (CCRPC) and the City of Burlington's Parks, Recreation and Waterfront (BPRW) for project planning purposes pertaining to potential upgrades to the VT 127 Shared Use Path in the City of Burlington. The study aims to design a connection point for the current VT 127 Shared Use Path, evaluate the feasibility for widening the path, and investigate the safety of path users concerning roadway departures from VT 127. Consequently, VHB staff examined the potential for previously recorded and undiscovered archaeological resources within a broad, preliminary Study Area encompassing approximately 70.7 acres (ac) to accommodate project impacts and alternatives (Appendix I: Figure 1). Background research for this ARA included a review of the contemporary physical environment, Vermont Archaeological Inventory (VAI) site records, pre-Contact Native American culture-historical chronology in Vermont, pertinent local historic documentation, and a subsequent field inspection of the Study Area. The Vermont Division for Historic Preservation's (VDHP) Online Resource Center (ORC) was consulted to identify any previously completed archaeological studies within or near the Study Area.

# 2

## Environmental Context

This section outlines a review of the physical environment within the proposed Study Area including water resources, topography, floral and faunal resources, bedrock and surficial geology, and soils. This review constitutes the background for interpretations of landscape history and potential past uses of the environment. Consequently, this information serves as a foundation for the archaeological sensitivity modeling discussed below.

The Study Area is located in the greater Champlain Valley biophysical region (Vermont Fish and Wildlife 2014). Champlain Valley terrain adjoining the lake is characterized by level landforms comprised of diverse oak-hickory forests interspersed with agricultural land. Expansive swamps, marshes, and floodplains proximate with Lake Champlain provide habitat for a diverse array of fish, waterfowl, and fur-bearing species that were significant resources to past peoples (Vermont Fish and Wildlife 2014). Glaciomarine and glaciolacustrine deposits from the former footprint of the Glacial Lake Vermont and the Champlain Sea overlie Lower Cambrian Dunham Dolostone and dark-gray shales of the Upper Ordovician Iberville Formation in the Study Area (Ratcliffe et al. 2011). Additionally, swamp and peat bog and post-glacial alluvial deposits intersperse the Burlington Intervale within the Study Area (Doll 1970). According to available United States Department of Agriculture (USDA) (2024), soils in the Study Area are classified as glaciofluvial Adams fine sandy loam (12.1%), glaciofluvial Duane and Deerfield soils (0.3%), human-transported fill (2.2%), freshwater marsh (0.4%), glaciofluvial Groton gravelly fine sandy loam (2.4%), alluvial Limerick silt loam (76.9%), organic muck and peat deposits (1.7%), silty and clay terrace escarpments comprised of fill/mine spoils (0.8%), and alluvial Winooski very fine sandy loam (3.2%).

The southern end of the project begins along Manhattan Drive and proceeds westward atop a hillside overlooking the Burlington Intervale basin below. The VT 127 Shared Use Path shifts northwest and proceeds along the western boundary of the Burlington Intervale. Modern hydrology has filled the numerous relict oxbow channels from the Winooski River's meandering course through time and formed a network of creeks and wetlands which intersperse the Burlington Intervale. Previous geomorphological studies and historic map research has helped to shed light on the dynamic shifts in the Winooski River channel during the nineteenth century (Mandel and Crock 2002). The Study Area continues to trend northwest and nearly abuts a modern bend in the Winooski River before the route reaches the Ethan Allen Parkway and re-enters another heavily developed section of the City of Burlington. Early maps depicting the

course of the Winooski demonstrate that prior to the era of Euromerican settlement in Chittenden County, expansive wetlands encompassed the watershed in the Study Area (Figure 1).

Figure 1. Detail from a 1762 English Survey Map of Lake Champlain which depicts the Winooski River labeled "R. Ouinouschick," as shown as surrounded by a "Great Swamp." (Braisser 1762). *Image courtesy of David Rumsey Map Collection*



## 3

## Cultural Background

### Pre-Contact Native American Culture-History in Vermont

The earliest archaeological evidence for human occupations in Vermont and greater New England begins during the Paleoindian Period (13,000–10,000 BP) (Lothrop et al. 2016; Table 1). The period in Vermont is further subdivided into Early (13,000–12,200 BP), Middle (12,200–11,600 BP), and Late (11,600–10,000 BP) periods based upon shifts in stone tool technology recognized across the broader Northeast (Bradley et al. 2008).

**Table 1. Pre-Contact Native American Periods of Vermont Adapted from Snow (1980:4) and Haviland and Power (1994).**

Period	Years B.P.	Years B.C.
Paleoindian	13,000-10,000	11,000-8,000
Early Archaic	10,000-8,000	8,000-6,000
Middle Archaic	8,000-6,000	6,000-4,000
Late Archaic	6,000-3,700	4,000-1,700
Transitional Archaic	3,700-2,700	1,700-700
Early Woodland	2,700-1,900	700 B.C.-100 A.D.
Middle Woodland	1,900-1000	100 A.D.- 1,000 A.D.
Late Woodland	1,000-450	1,000 A.D.-1,550 A.D.

Paleoindians peoples often utilized cryptocrystalline cherts and other high-quality stone derived from distant geological sources to produce their toolkits (Funk 2004; Pollock et al. 1999). This preference for geologically exotic lithic raw materials is typically interpreted as a proxy for annual movements across vast territories by highly mobile hunter-gatherer groups (Lothrop et al. 2018; Speth et al. 2013). Despite the limited dataset of faunal remains recovered from Paleoindian sites

in New England, researchers have posited that subsistence economies predicated on the seasonal exploitation of migratory caribou herds were developed during this period (Robinson et al. 2009; Robinson 2012).

Based upon available data, Paleoindian settlement in present-day Vermont encompassed a diverse array of environments amidst drastic shifts on the Late Pleistocene landscape. While Paleoindian settlement patterns appear to have been concentrated along the receding shorelines of the former Champlain Sea and suggest a focus on marine resources (Robinson 2012), upland site discoveries in Vermont (e.g., Crock and Robinson 2009; Crock and Robinson 2012:54) reveal that communities also likely developed seasonal adaptations in elevated terrain throughout the state.

The subsequent six millennia are known archaeologically as the Archaic period and are divided into Early (10,000-8,000 BP), Middle (8,000-6,000 BP), and Late (6,000-3,700 BP) subperiods. Despite the implied framing of the Archaic as a period of cultural inactivity, modern research has revealed that dynamic shifts occurred in Indigenous society across eastern North America (Sassaman 2010). Social developments emerged during the Archaic period with the coordinated harvesting of wild foods which previous generations of anthropologists deemed exclusive to societies who domesticated crops. This is perhaps most striking in the abundant monumental architecture constructed during the Archaic period in the southeastern United States (Kidder 2011; Randall 2011). In Vermont and greater New England, cosmology, territoriality, and the perpetuation of historical memory all become highly visible in the archaeological record during this epoch (Robinson 2009; Sassaman 2010:51-142).

Based upon site locational data, Early Archaic period peoples appear to have begun exploring different environments from their Paleoindian forebearers. Shifts in projectile point technology and settlement patterns suggest that Early Archaic hunter-fisher-gatherers of New England began diversifying their subsistence strategies along riverine settings coincident with some modern drainages (Haviland and Power 1994: 38-45). Lithic raw material selection becomes increasingly localized during the Early Archaic, likely reflecting a shift from the large-scale residential mobility (*sensu* Binford 1980) strategies developed during the Paleoindian period. Elsewhere throughout northern New England, an apparent lack of flaked projectile point technology associated with the Middle Gulf of Maine Archaic tradition and its early Archaic antecedents has contributed to the low archaeological visibility during these periods (Robinson and Ort 2011).

Significant developmental shifts in technology occurred among Late Archaic Laurentian Tradition hunter-fisher-gatherer groups including the proliferation of ground stone woodworking tools, fishing implements, and the diversification of projectile point styles (Funk 1980). Laurentian Archaic period peoples of Vermont developed long-distance exchange systems and negotiated the import of valued trade goods, such as copper from the Great Lakes (Chapdelaine and Clermont 2006). Artifacts characteristic of the Narrow Point Tradition and the subsequent Transitional Archaic (ca. 3,700-2,700 BP) Susquehanna Tradition also appear in the state, reflecting the convergence of peoples and the spread of new technology from other regions.

The Woodland Period is divided into Early (2,700-1900 BP), Middle (1,900-1000 BP), and Late (1,000-450 BP) subperiods. In Vermont and greater New England, the Early Woodland period is marked by an increase in sociopolitical complexity, burial elaboration, intensification of long-distance exchange, and the introduction of ceramic technology (Loring 1985; Taché 2013). Highly

visible shifts in technology help demarcate the subsequent Middle Woodland period in Vermont, such as the spread of projectile point styles presumably associated with the introduction of the bow and arrow and the expansion of ceramic technology (Haviland and Power 1994:111-122; Peterson 1980). The adoption of maize horticulture in Vermont around 1000 BP into the semi-nomadic subsistence practices of ancestral Abenaki communities brought significant changes to Indigenous settlement patterns, such as the increased size of seasonal habitations (Cowie et al. 2022; Farley et al. 2019; Heckenberger et al. 1992; Treyvaud 2022).

As French, English, and Dutch settlement expanded during the Contact period, colonial entrepreneurs sought to exploit fur-bearing animals of New England for export to European markets. Indigenous hunters and trappers rapidly adopted European technology, exchanging furs for metals and other goods. Concomitant with the incursion of extractive Transatlantic market forces in the seventeenth century, old world diseases followed the routes of ancient indigenous trade networks. Epidemics and European wars of conquest in the late seventeenth century, such as King Phillips War, led to the death and diaspora of Indigenous people in present-day Vermont (Haviland and Power 1994:203-224). Despite the cataclysm wrought by Euroamerican colonization in Vermont, Indigenous people have maintained a connection to their ancestral homelands. Throughout the nineteenth and twentieth centuries, Abenaki citizens from Odanak continued to visit the Champlain Valley and sell traditional crafts (Leary 2021; Nollett 2022; Smith 1886:664-678).

## Historic Period Context

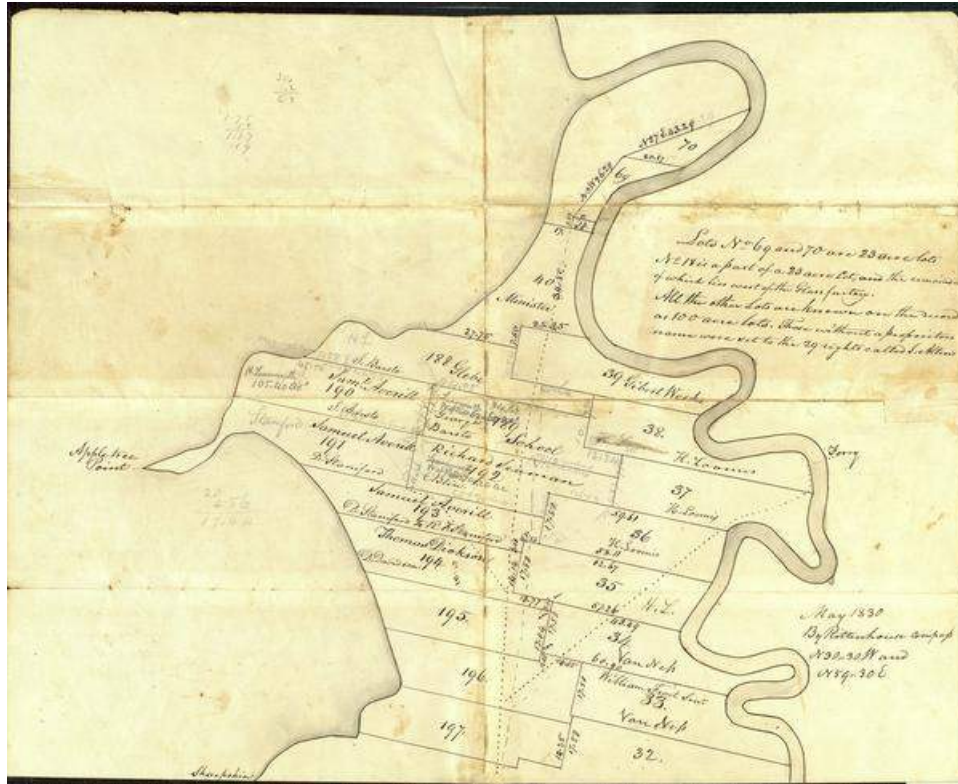
### Eighteenth and Nineteenth Century Land Use History

Records of Euroamerican land ownership in the Study Area began in 1772 with the establishment of the Onion River Land Company, consisting of the collective holdings of Ethan Allen, Remember Baker, Heman Allen, and Zimri Allen, and formed to manage the group's properties along the Winooski River. Following the deaths of Zimri, Heman, and Remember, land holding rights were bequeathed to Remember's heirs and Ethan Allen. Ethan Allen moved to the area of Burlington in 1787 and acting on behalf of his brother Ira Allen, secured land claims in the agriculturally productive grounds of the present-day Burlington Intervale where he established what would ultimately become known as the "Ethan Allen Farm." Ethan died in 1789, and his wife Fanny and children later relocated to the farm upon her marriage to Jabez Penniman. Tenancy and cultivation in the Allen lands occurred during Ethan's ownership and persisted following Fanny and Jabez's subsequent acquisition of the property. The greater land holdings of the former Onion River Land Company were subdivided to successful plaintiffs around this time with Fanny and Jabez's ownership restricted to a few lots (see Figure 2). In 1814, Fanny and Jabez sold the Ethan Allen Farm and buildings to Cornelius P. Van Ness, District Attorney, and future Vermont State Governor and US Ambassador to Spain. The completion of the railway in the lower Winooski Valley altered agricultural practices in the Intervale, as subsistence farming was gradually replaced by selling crop such as milk, cheese, butter, and live animals (through stock breeding) for larger, urban markets exported via railway (VHB 2019:5). Following Van Ness's

#### Cultural Background

death and apparently in part due to previously absorbing debts from his deceased brother, his estate lacked sufficient funds to provide inheritance to his heirs. In 1861, the former Ethan Allen Farm was acquired by the State of Vermont (Figure 2; Mead et al. 1989:24-32).

**Figure 2.** Detail from an 1830 survey map by John Johnson (1830) depicting the subdivision of the former Onion River Company. Note Van Ness former lands in block 33 and 34. *Image courtesy the University of Vermont Libraries Digital Collections.*



Alfred Brooks of New York City purchased the Ethan Allen farm in 1863; in 1878 Horace Brooks inherited the property upon his father's death; William J. Van Patten purchased the property in 1902 and then gifted the property containing the present Ethan Allen Homestead to his daughter Mary Van Patten Billings and the remaining lands to the Sons of the American Revolution, which later became the Ethan Allen Park. Billings continued the storied practice of leasing former Allen lands for agriculture. Following the 1914 fire that destroyed three barns on the Ethan Allen Farm, Billings sold the property to Frank and Josephine Brown, who then sold the property to Joseph and Sylvia Brault in 1917. The Braults sold the property back to the Brown family in 1934, who later sold the property to the Burlington Savings Bank in 1937 due to financial troubles. Owners of the A.D. Pease Grain Company, Alden and Berl Morrill, purchased the homestead from Burlington Savings Bank in 1941 and rented the Ethan Allen Farm residence to their employees. Tenant agriculture continued under Morrill ownership and in 1981, the property was sold to the Winooski Valley Park District, its present owners, and the Ethan Allen Homestead Trust began altering the Allen Farm structure to reflect seventeenth century attributes as it is seen today (Mead et al. 1989:35-38).

## Modern Land Use History

Disposal of garbage in the former wetlands known as “Cat’s Island” began in 1944 and operated as the Burlington Municipal Disposal Grounds until 1990. The City of Burlington has converted the landfill into a vacant field which is bisected by the VT 127 shared use path in the southern section of the Study Area (VHB 2019, Appendix 2:5). In 1971, VT 127 connecting Manhattan Drive to North Avenue was completed. The 1 ½ mile route was established across the intervalle floodplain and contiguous wetlands using approximately four million yards of fill prior to the construction of the roadway (Figure 2; Burlington Free Press 1969). An extension of VT 127 was later built to connect to Colchester at the junction of Heineberg Drive and Plattsburgh Avenue (Thomas 1978). The Winooski Valley Parks District (WVPD) was founded in 1972 and throughout the succeeding decades created numerous parks, such as the Ethan Allen Homestead (VHB 2019:7). The Intervale Wildlife Management Area (WMA) Cattail Marsh Unit was completed in 1989 as mitigation for the loss of wetlands following the construction of VT 127 and included the installation of potholes, level ditching, islands, establishment of nesting cover, nest boxes, riprap, seeding, fencing, and the extension of an existing dike originally built in 1985 to enhance habitat productivity (VHB 2019, Appendix 2:4). Finally, the VT 127 Bike Path was constructed in the 1990s along the eastern side of VT 127 to connect Manhattan Drive with existing pathways along the Ethan Allen Homestead (Werner and Werner 1993, 1997).

# 4

## Previous Archaeological Research

VHB consulted both the Vermont Division for Historic Preservation's (VDHP) Online Resource Center (ORC) and internal documentation to identify potential archaeological research or previously identified sites in the Study Area, as this information may inform the archaeological sensitivity determinations for areas affected by project impacts.

Based upon available information, two previous subsurface archaeological investigations have been conducted within the Study Area for the Burlington-Colchester M5000(3) project along VT 127. In 1978 and 1979, Phase I field investigations resulted in the identification of five sites, VT-CH-94, VT-CH-95, VT-CH-96, VT-CH-97, and VT-CH-98. VT-CH-97 falls within the footprint of the Study Area and was identified based upon the recovery of one pre-Contact ceramic sherd (Thomas 1978: 12-16). Subsequent Phase II site evaluations at VT-CH-97 did not result in the identification of any additional pre-Contact artifacts or features (Thomas and Bumstead 1979: 39-35).

In 1997, Phase I field investigations for the Burlington STP BIKE (12) Ethan Allen Homestead Connector Winooski River Transportation Path were completed on behalf of VTrans within the Study Area. A total of ten quartzite flakes, a hammerstone, and a fractured Levana point were discovered and assigned to a locus of VT-CH-136 (Werner and Werner 1997).

A total of twenty pre-Contact archaeological sites were identified within a one-kilometer (km) radius of the Study Area ranging the Late Archaic (4,000-1,700 B.C.) period to the Contact period (ca. 1650-1750 A.D.), depicting a general high probability of pre-Contact archaeological sites throughout the Study Area.

# 5

## Archaeological Sensitivity Assessment

### Study Area

Proposed work is still in the preliminary design phase; therefore, VHB staff examined the potential for previously recorded and undiscovered archaeological resources within a broad, preliminary Study Area encompassing approximately 70.7 ac to accommodate project impacts and alternatives.

### Pre-Contact Archaeological Sensitivity

Using the Vermont Division of Historic Preservation's (VDHP 2015) *Environmental Predictive Model for Locating Pre-contact Archaeological Sites*, undisturbed areas throughout the Study Area exceed the 32-point threshold to be considered archaeologically sensitive. The present 127 Shared Use Path borders the Intervale State Archaeological District and based upon a review of the VDHP Online Resource Center (ORC), a total of 20 previously recorded pre-Contact archaeological sites falls within a one-kilometer (km) radius of the Study Area. A variety of contributing environmental factors intersect various portions of the roughly three-mile (mi) Study Area including the Winooski River (0-180 meters[m]), permanent streams (0-180m), intermittent streams (0-180m), stream confluences (0-180m), and wetlands (0-180m) (Appendix II). While sensitivity scores range significantly throughout the 70.7-ac Archaeological Study Area, undisturbed areas throughout receive a score of at least 44 points due to a high recorded site density and the natural travel corridor of the Winooski River Valley.

### Historic Period Archaeological Sensitivity

Based upon a review of historic maps, background research, and previous studies, land use prior to the construction of the VT 127 Share Use Path and VT 127 appears to have remained primarily restricted to tenant agricultural activities outside wetland areas and thus, possesses low potential to yield historic period archaeological deposits. A review of historical maps did not result in the identification of any mapped domestic structures or any other historic archaeological concerns (Appendix I: Figure 2; Beers 1869; USGS 1906, 1913; Walling 1857). Additionally, analysis of LiDAR imagery did not reveal any unmapped structures or anomalies (Appendix I: Figure 3).

## Archaeological Sensitivity Determinations

VHB archaeologist Alexander Honsinger conducted a field investigation of the project on October 3, 2024, following the desktop review. This entailed a thorough inspection of the 70.7-ac Study Area to explore areas demarcated as archaeologically sensitive during desktop review and to identify any landscape features which may have been omitted during the preliminary sensitivity analysis (e.g., microtopographic features, unmapped historic structures). Additionally, any landscape elements which would subtract from the original desktop sensitivity analysis were recorded (e.g., excessive slope, disturbance). The field inspection resulted in the identification of nineteen discrete *Archaeological Sensitivity Areas* (ASAs) throughout the Study Area, many of which comprise heavily fragmented landforms from the development of VT 127 and the VT 127 Shared Use Path (Appendix II: Figure 4). An additional five *Inundated Archaeological Sensitivity Areas* (IASAs) were also identified which constitute undisturbed portions of wetlands throughout the greater intervale which, based on historic map research, have existed throughout the course of Euroamerican occupations and likely predate the colonization of Vermont (Figure 1; Appendix II: Figure 4). Recent work by Marcucci and colleagues (2024) at the Montezuma Wildlife Refuge in the Ontario Watershed illustrates that historically saturated wetlands adjoining large freshwater sources possess unique potential to retain rich deposits of organic artifactual remains which rapidly degrade outside anaerobic environments and other rare preservation contexts (e.g., Heckenberger et al. 1990). Similarly, wetlands throughout the Burlington Intervale in the Champlain Basin adjoining the Study Area are denoted for archaeological sensitivity.

## Field Investigation

The field investigation began along the southern end of the project from the north side of Manhattan Drive. The approximate first 800 meters of the Study Area are characterized by steep slopes and the presence of the City of Burlington Landfill which predominates south of the shared use pathway (Appendix II: Photos 1-3). Upon reaching the first bend in the path, the topography in the Study Area was observed to shift down toward level ground. ASAs 1 and 2 were recorded in this section of the Study Area flanking the pathway to the north and south (Appendix II: Photos 4 and 5). Proceeding northward from ASAs 1 and 2, the investigation continued northward along the path atop an artificial berm built over expansive wetlands below (Appendix II: Photos 6 and 7).

As the path shifted northwest, expansive open-water wetlands flanking the Study Area to the east and west were observed. Proceeding northwest parallel with VT 127, ASAs 3-6 were recorded and comprise relatively dry, level landforms east of the Study Area abutting expansive wetlands in the Intervale below (Appendix II: Photos 8-12). Upon reaching the VT 127 interchange with North Avenue, expansive wetlands and previous construction impacts were also observed (Appendix II: Photo 13). Traversing around the VT 127 interchange toward the Ethan Allen Homestead, ASAs 7-9 were recorded which flank the eastern side of the path and constitute level, forested areas retaining pre-Contact archaeological sensitivity (Appendix II: Photos 14 and 15). Additionally, saturated areas part of the greater Intervale wetlands were denoted IASAs 1-3.

East of the path approaching the Ethan Allen Homestead, a small section of the Study Area diverts along a walking path trending eastward toward the Winooski River (Appendix II: Photo 16). This entirety of this footpath should be considered archaeologically sensitive due to the

observation of intact soils deposits. This area is subdivided into ASAs 10 and 11 due to a drainage which bisects the landform (Appendix II: Photos 17-19).

Rejoining the main path and proceeding northwest parallel with the VT 127, the Ethan Allen Homestead flanks the eastern side of the Study Area (Appendix II: Photo 21). ASAs 12-14 comprise relatively level, intact, path-adjacent landforms which retain archaeological sensitivity (Appendix II: Photos 20-23). West of the Study Area parallel with ASAs 12-14, extensive disturbance from the footprint of VT 127 was determined to preclude the likelihood of intact archaeological deposits.

Northwest of ASA 14, the path again trends northwest and climbs an artificial landscape built atop fill (Appendix II: Photo 24). Despite the extensive footprint of human-transported soils in the segment from ASA 14, several fragmented, terrace landforms which retain archaeological sensitivity were identified east of the Study Area (ASAs 15-17, 19; Appendix II: Photos 25-27). A small section of the path diverges and trends southwest across VT 127. One level forested landform was recorded in this section and demarcated as ASA 17 (Appendix II: Photo 28). Proceeding northwest on the main pathway, disturbance and human-transported fill characterize the remainder of the northern Study Area (Appendix II: Photo 29-31).

The entrance of the VT 127 interchange from North Avenue encompasses the west-central section of the Study Area and is characterized by extensive disturbance from the construction of the roadway ramp (Appendix II: Photo 32). Despite this, IASAs 5 and 6 were recorded along the periphery of the VT 127 interchange outside the roadway prism.

## Recommendations

Following a synthesis of the desktop sensitivity analysis, background research, and the October 3, 2024, field investigation, nineteen ASAs and six IASAs were identified in the VT 127 Shared Use Path Scoping and Feasibility Study (Appendix I: Figure 4). Extensive disturbance was noted throughout the Study Area from impacts related to roadway and shared use path development. Despite this, intact or fragmented landforms still retain sensitivity for pre-Contact archaeological resources due to a high recorded site density and the natural travel corridor of the Winooski River Valley.

Should future project impacts fall within the bounds of any of the ASAs identified in this ARA effort, VHB recommends that standard Phase I shovel testing methodology consisting of 10-meter intervals be implemented. However, any impacts to IASAs 1-5 would require special measures outside standard Phase I shovel testing methodology, such as archaeological monitoring. VHB recommends that any potential monitoring plans or additional measures for archaeological investigations in Intervale wetlands be developed in consultation with VDHP.

# 6

## Conclusions and Recommendations

This archaeological resource assessment (ARA) has been prepared on behalf of the Chittenden Regional Planning Commission (CCRPC) and the City of Burlington's Parks, Recreation and Waterfront (BPRW) for project planning purposes related to the VT 127 Shared Use Path Scoping and Feasibility Study. The study aims to design a connection point for the current VT 127 Shared Use Path, evaluate the feasibility for widening the path, and investigate the safety of path users concerning roadway departures from VT 127. The purpose of this study was to identify potential for any pre-Contact or historic archaeological resources which could be affected by project activities.

Upon completion of background review, desktop archaeological sensitivity modeling, and a field investigation of the Study Area, VHB identified 25 discrete areas which retain potential for undiscovered pre-Contact archaeological resources (Appendix I: Figure 4). VHB recommends that a Phase I survey be completed prior to any ground-disturbing activities within any of these archaeologically sensitive areas to identify pre-Contact archaeological deposits which may be impacted. If future project impacts fall within the bounds of any of the ASAs identified in this ARA effort (ASAs 1-19), VHB recommends that standard Phase I methodology consisting of 10-meter shovel test pit intervals be completed prior to commencing project work to identify any significant pre-Contact archaeological deposits. Due to the saturated nature of soils in IASAs 1-5, these areas would require special measures outside standard Phase I shovel testing methodology, such as archaeological monitoring. VHB recommends that any monitoring plans or additional measures for archaeological investigations in Intervale wetlands be developed in consultation with VDHP. If these archaeologically sensitive areas can be avoided by project impacts, no further archaeological investigation is recommended.

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# Appendix I

## Project Mapping

### Figure 1. Study Area in the City of Burlington

VT 127 Shared Use Path Scoping and Feasibility Study |  
 City of Burlington, Chittenden County, VT



- Study Area
- VHD Waterbody (ANR)
- VHD Stream (ANR)



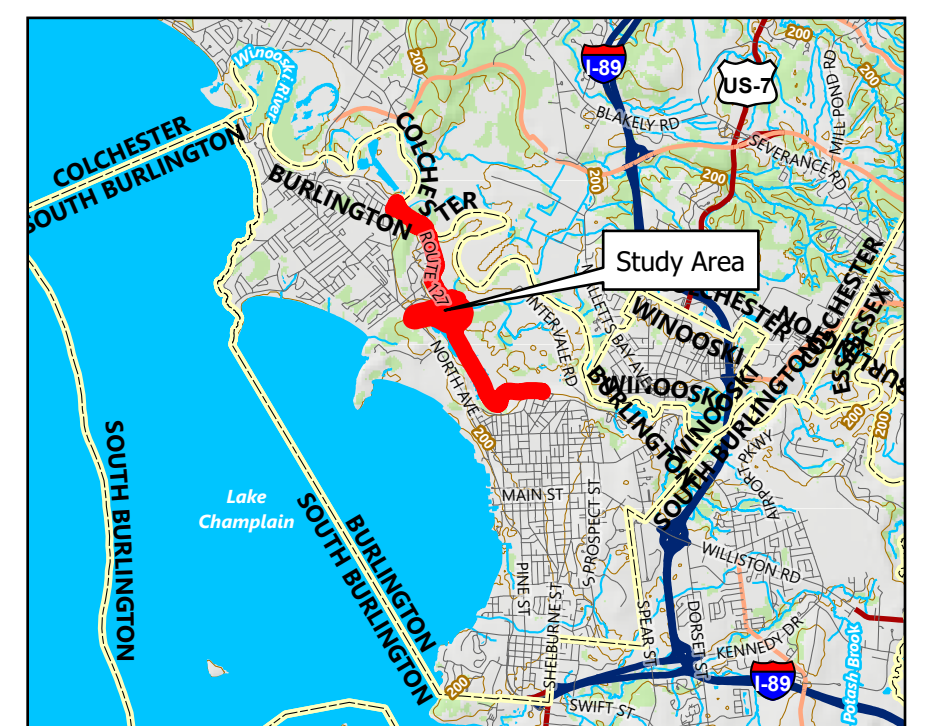
Sources: Background Imagery by VCGI (Collected in 2022); ANR (Vermont Agency of Natural Resources - Hosted Feature Services); VCGI Vermont Center for Geographic Information - Hosted Feature Services); VTrans (Vermont Agency of Transportation - Hosted Feature Services)

**Figure 2. Walling (1857), USGS (1913), USGS (1906), VCGI Aerial Imagery (1962), & Approximate Study Area**

VT 127 Shared Use Path Scoping and Feasibility Study |  
City of Burlington, Chittenden County, VT



Study Area

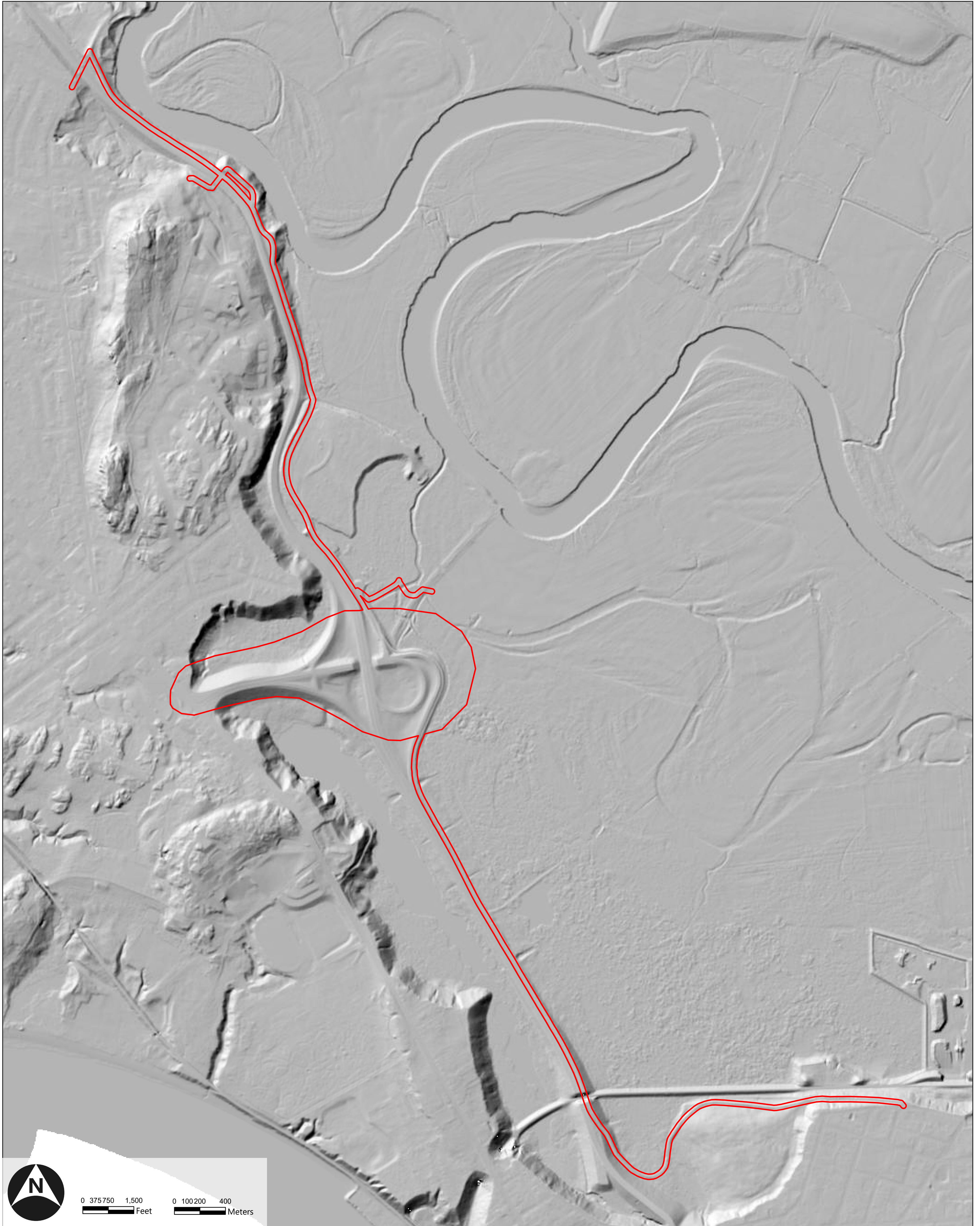


Source: USGS United States Geological Survey (1906, 1913); VCGI Vermont Center for Geographic Information - Hosted Feature Services); Walling (1857) Map of Windsor County

Path: \\vhb.com\gis\proj\SBurlington\58644.18 CCRPC VT127 Path Scoping Archaeology.aprx (ahonsinger,

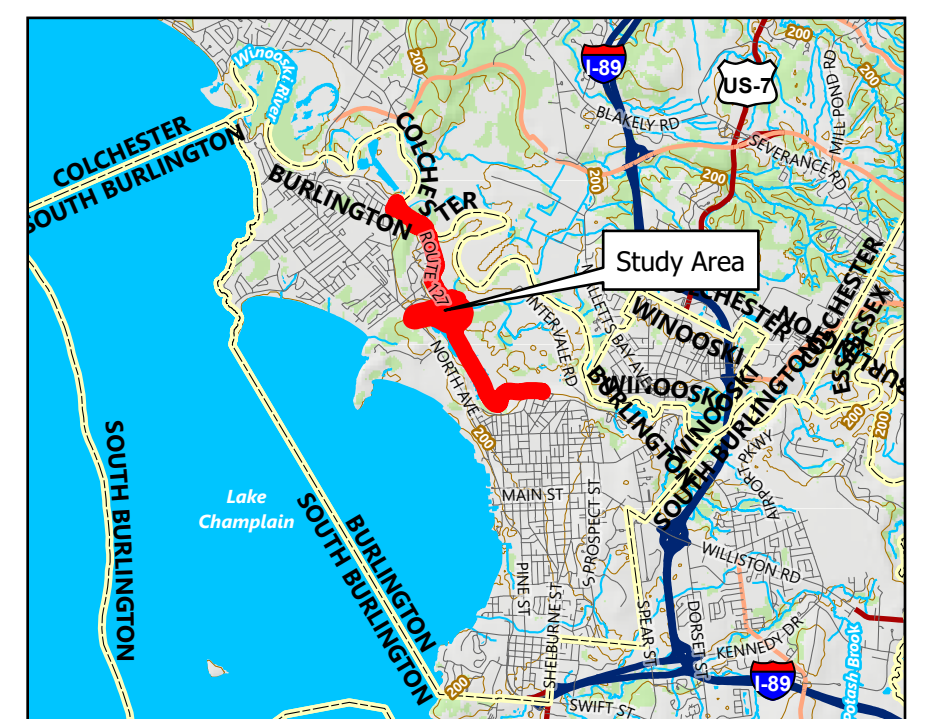
### Figure 3. Study Area in the City of Burlington and LiDAR Imagery (VCGI)

VT 127 Shared Use Path Scoping and Feasibility Study |  
City of Burlington, Chittenden County, VT



Path: \\vhb.com\gis\proj\SBurlington\58644.18 CCRPC VT127 Path Scoping Archaeology.aprx (ahonsinger,

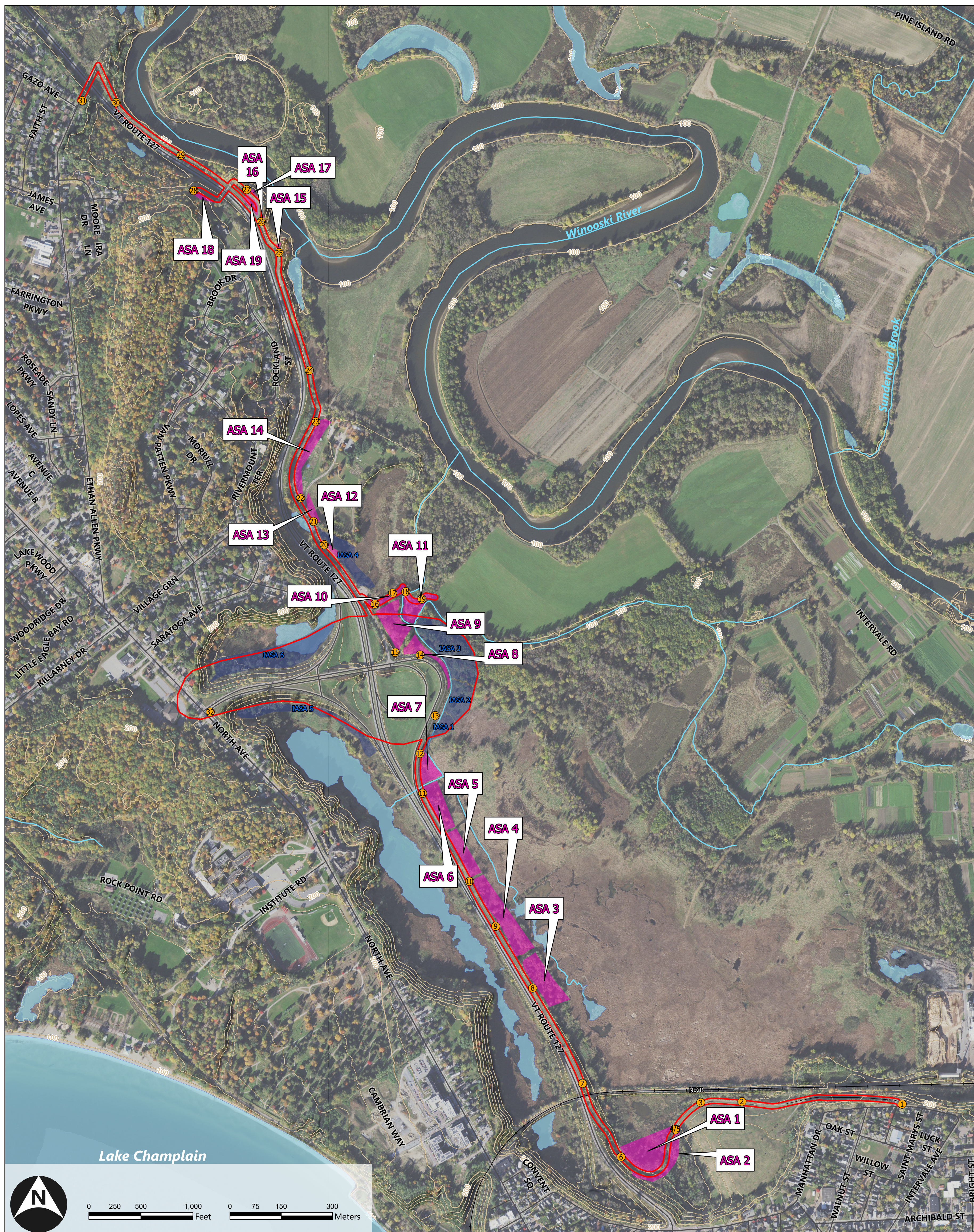
□ Study Area



Sources: Background Imagery by VCGI (Collected in 2022); ANR(Vermont Agency of Natural Resources - Hosted Feature Services); VCGI Vermont Center for Geographic Information - Hosted Feature Services); VTrans (Vermont Agency of Transportation - Hosted Feature Services)

# Figure 4. Study Area, Archaeological Sensitivity, and Photo Locations in the City of Burlington

VT 127 Shared Use Path Scoping and Feasibility Study |  
City of Burlington, Chittenden County, VT



Path: \\vhb.com\gis\proj\SBurlington\58644.18 CCRPC VT127 Path Scoping Archaeology.aprx (ahonsinger,

- Study Area
- Archaeological Sensitivity
- Archaeological Sensitivity (Inundated)
- Photos
- VHD Waterbody (ANR)
- VHD Stream (ANR)



Sources: Background Imagery by VCGI (Collected in 2022); ANR (Vermont Agency of Natural Resources - Hosted Feature Services); VCGI Vermont Center for Geographic Information - Hosted Feature Services); VTrans (Vermont Agency of Transportation - Hosted Feature Services)

## Appendix II

### Field Investigation Photographs



Photo 1. Southwestern section of the Study Area from Manhattan Drive. View facing northwest.



Photo 2. Landfill in the southeastern section of the Study Area. View facing west.



Photo 3. Western terminus of landfill in the southeastern section of the Study Area. View facing west.



Photo 4. ASA 1, facing southeast.



Photo 5. ASA 2, facing southwest.



Photo 6. Artificial slopes and pathway, facing north.



Photo 7. Artificial slopes and pathway above railway and Burlington Intervale wetlands, facing north.



Photo 8. ASA 3, facing northeast.



Photo 9. ASA 4, facing northeast.



Photo 10. ASA 5, facing southeast.



Photo 11. ASA 6, facing southeast.



Photo 12. ASA 7, facing southeast.



Photo 13. Wetlands in east-central section of the Study Area, facing northeast.



Photo 14. Partially forested section of ASA 8, facing northeast.



Photo 15. ASA 9 outside of roadway prism, facing northeast.



Photo 16. Western end of ASA 10, facing northeast.



Photo 17. Soil sample from ASA 10.



Photo 18. Northern end of ASA 11, facing south.

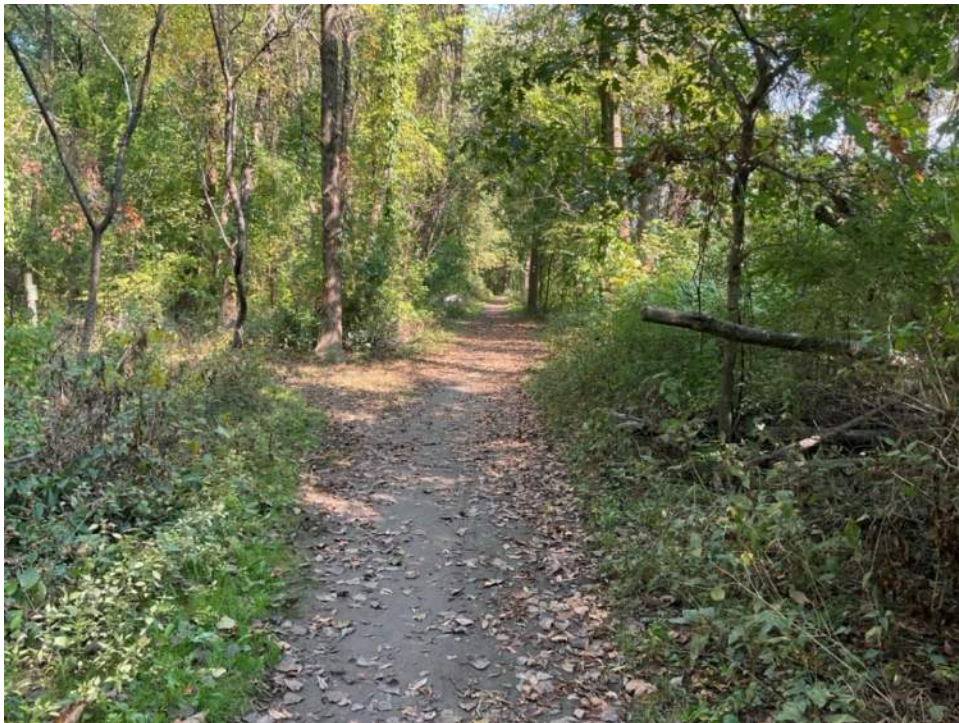


Photo 19. Eastern end of ASA 11, facing east.



Photo 20. ASA 12, facing south.



Photo 21. ASA 13, facing northeast.



Photo 22. Southern section of ASA 14, facing northeast.



Photo 23. Northern section of ASA 14, facing southeast.



Photo 24. Steep, artificial slopes, facing south.



Photo 25. ASA 15 consisting of small, level, fragmented terrace above the Winooski River. View facing north.



Photo 26. ASA 16 consisting of small, level, fragmented terrace above the Winooski River. View facing north.



Photo 27. ASA 17 consisting of small, level, fragmented terrace above the Winooski River. View facing north.



Photo 28. ASA 17, view facing east.



Photo 29. Artificial berms from VT Route 127 and the extant multi-use path, facing south



Photo 30. Artificial berms from VT Route 127 and the extant multi-use path, facing south.



Photo 31. Roadway in the northwestern section of the Study Area, facing east.



Photo 32. Roadway ramp to VT 127 from North Avenue, view facing east.

# Appendix III

## Vermont Division for Historic Preservation Environmental Predictive Model for Locating Pre-contact Archaeological Sites

VERMONT DIVISION FOR HISTORIC PRESERVATION

**Environmental Predictive Model for Locating Pre-contact Archaeological Sites**

Project Name Burlington 127 Scoping Study County Chittenden  
 DHP No. Map No. Staff Init.

Town Burlington  
 Date 2/20/2025

**Additional Information**

Environmental Variable	Proximity	Value	Assigned Score
<b>A. RIVERS and STREAMS (EXISTING or RELICT):</b>			
1) Distance to River or Permanent Stream (measured from top of bank)	0- 90 m	12	
	90- 180 m	6	
2) Distance to Intermittent Stream	0- 90 m	8	
	90-180 m	4	
3) Confluence of River/River or River/Stream	0-90 m	12	
	90 –180 m	6	
4) Confluence of Intermittent Streams	0 – 90 m	8	
	90 – 180 m	4	
5) Falls or Rapids	0 – 90 m	8	
	90 – 180 m	4	
6) Head of Draw	0 – 90 m	8	
	90 – 180 m	4	
7) Major Floodplain/Alluvial Terrace		32	
8) Knoll or swamp island		32	
9) Stable Riverine Island		32	
<b>B. LAKES and PONDS (EXISTING or RELICT):</b>			
10) Distance to Pond or Lake	0- 90 m	12	
	90 -180 m	6	
11) Confluence of River or Stream	0-90 m	12	
	90 –180 m	6	
12) Lake Cove/Peninsula/Head of Bay		12	
<b>C. WETLANDS:</b>			
13) Distance to Wetland (wetland > one acre in size)	0- 90 m	12	12
	90 -180 m	6	
14) Knoll or swamp island		32	
<b>D. VALLEY EDGE and GLACIAL LAND FORMS:</b>			
15) High elevated landform such as Knoll Top/Ridge Crest/ Promontory		12	
16) Valley edge features such as Kame/Outwash Terrace**		12	

17) Marine/Lake Delta Complex**		12	
18) Champlain Sea or Glacial Lake Shore Line**		32	
<b>E. OTHER ENVIRONMENTAL FACTORS:</b>			
19) Caves /Rockshelters		32	
20) <input checked="" type="checkbox"/> Natural Travel Corridor <input type="checkbox"/> Sole or important access to another drainage <input type="checkbox"/> Drainage divide		12	
21) Existing or Relict Spring	0 – 90 m 90 – 180 m	8 4	
22) Potential or Apparent Prehistoric Quarry for stone procurement	0 – 180 m	32	
23) ) Special Environmental or Natural Area, such as Milton aquifer, mountain top, etc. (these may be historic or prehistoric sacred or traditional site locations and prehistoric site types as well)		32	
<b>F. OTHER HIGH SENSITIVITY FACTORS:</b>			
24) High Likelihood of Burials		32	
25) High Recorded Site Density		32	32
26) High likelihood of containing significant site based on recorded or archival data or oral tradition		32	
<b>G. NEGATIVE FACTORS:</b>			
27) Excessive Slope (>15%) or Steep Erosional Slope (>20)		- 32	
28) Previously disturbed land as evaluated by a qualified archeological professional or engineer based on coring, earlier as-built plans, or obvious surface evidence (such as a gravel pit)		- 32	
<b>** refer to 1970 Surficial Geological Map of Vermont</b>			
			<b>Total Score: 44</b>
<b>Other Comments :</b>			
<b>0- 31 = Archeologically Non- Sensitive</b> <b>32+ = Archeologically Sensitive</b>			



# D

## Historic Resources Assessment Memo



To: Project File

Date: April 11, 2025

Memorandum

Project #: 58644.18

From: Kaitlin O'Shea, Senior Preservation Planner    Re: Historic Resources – VT 127 Shared Use Path Scoping and Feasibility Study

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## Project Overview

This historic resources assessment (“HRA”) has been prepared on behalf of the Chittenden County Regional Planning Commission (“CCRPC”) and the City of Burlington’s Park, Recreation, and Waterfront (“BPRW”) as part of the VT Route 127 (“VT 127”) Shared Use Path Scoping Study in the City of Burlington. The VT 127 Shared Use Path is a three-mile path facility connecting Burlington’s Old North End to the City’s New North End. The southern terminus of the path is at Manhattan Drive in the Old North End and the northern terminus is at a grade-separated crossing of VT 127 that connects to Ethan Allen Parkway. The scoping study aims to design a new connection point for the current VT 127 shared use path, evaluate the feasibility of widening the path, and investigate the safety of path users concerning roadway departure crashes from VT 127.

VHB has prepared this HRA as part of Task 4 in the proposal. The HRA will assist in planning efforts by identifying historic resources and potential permitting concerns during the design phase. In addition, this report will support Section 106 review of the National Historic Preservation Act (“Section 106” and “NHPA”, 16 U.S.C. 470) and Section 4(f) of the Department of Transportation Act [“Section 4(f)”], as well as local and state historic preservation review processes.

Section 106 historic resources are those that are considered eligible for listing or are listed in the National Register of Historic Places (“National Register” or “NR”). Section 4(f) resources include publicly owned parks, recreation areas, and wildlife or waterfowl refuges, or any publicly or privately owned historic site (above ground or archaeological) listed or eligible for listing in the National Register.

To support the scoping study, VHB has reviewed the Study Area to identify historic resources and Section 4(f) resources, and to provide an initial review of the resources in the project area. Information from this scoping study will be used to support the Project planning efforts and acts as the first step in identifying resources protected under Section 106 of the National Historic Preservation Act (“Section 106” and “NHPA”, 16 U.S.C. 470) and Section 4(f) of the Department of Transportation Act (“Section 4(f)").

## Study Area

The Study Area includes the VT 127 bike path from the northern terminus at the shared use path beginning to the southern terminus at Manhattan Drive. In addition to the path itself, the Study Area includes the VT 127 interchange, and potential connection points at the Ethan Allen Park and Trails and Mckenize Park and Intervale Trails. See Attachment 1: Historic Resources and Section 4(f) Resources Map.

## Methods

The work required to complete this report was undertaken by Kaitlin O'Shea, VHB Senior Preservation Planner. Work required included a desktop survey and a selective field survey. As part of the desktop survey, Kaitlin identified the e-911 addresses of properties in the Study Area using the Vermont Center for Geographic Information ("VCGI") Interactive Map Viewer. Next, Kaitlin reviewed files available through the Vermont Division for Historic Preservation's ("VDHP") Online Resource Center. The files reviewed for this report include the Vermont Historic Sites & Structures Survey ("VHSS") and the listings in the National Register and Vermont State Register of Historic Places ("State Register" or "SR"). The purpose of reviewing this literature was to identify previously inventoried historic resources within the Study Area and to establish which sites had not been surveyed. In addition, historic maps and aerial photographs were used to aid in determining an accurate construction date for the properties, and which buildings were over 50 years old and therefore potentially historic resources. Online sources for maps and aerial imagery and property records include [historicaerials.com](http://historicaerials.com), the Vermont Center for Geographic Information, the Greater Burlington 1937-2018 map comparison,<sup>1</sup> and the Burlington property database.<sup>2</sup>

The level of study and evaluation is scaled to the scope of the project. This information is meant to guide planning efforts, provide considerations for resources, and identify any potential red flags or concerns for permitting. Depending on the specific plans moving forward, more detailed investigations into resources could be required.

## Brief Historic Context

### Vermont Route 127 ("VT 127")

In 1965, the Department of Highways published the "Greater Burlington Urban Area Highway Plan", which included a series of recommendations for highway improvements to accommodate the anticipated increases in traffic for the next 20-years of economic growth.<sup>3,4</sup> The result of the study was a recommendation that a Burlington Belt Line (commonly referred to as the "beltline") be constructed, consisting of a four-lane freeway running the entire length of the city, facilitating travel between the various neighborhoods and the central business district. This Burlington Beltline was envisioned as part of the larger Chittenden County Circumferential Highway (also known as the "Circ Highway"), which was planned as a 15.8-mile roadway connecting Burlington, Colchester, and Essex Junction. Neither the full Burlington beltline nor the Circ Highway were fully constructed. However, some portions were constructed such as "the Southern Connector", which is the former name of the newly constructed, slightly realigned, Champlain Parkway in Burlington and VT 289, opened in 1993. The full beltline through downtown Burlington and along the waterfront was never constructed, nor was the connection between VT 127 in Colchester and VT 15 in Essex, nor the Williston section.<sup>5</sup>

<sup>1</sup> Greater Burlington 1937-2018, <https://burlington.one/1937/#15/44.4776/-73.2064>, (accessed March 31, 2025).

<sup>2</sup> Burlington Property Database, City of Burlington, VT: <https://property.burlingtonvt.gov/>, (accessed March 31, 2025).

<sup>3</sup> Chapter One: Project Purpose and Need, NEPA Documentation, Champlain Parkway, [https://www.champlainparkway.com/pdfs/2009fseis/ch\\_1\\_project\\_purpose\\_and\\_need.pdf](https://www.champlainparkway.com/pdfs/2009fseis/ch_1_project_purpose_and_need.pdf) (accessed March 31, 2025).

<sup>4</sup> <https://specialcollections.champlain.edu/digital-collections/index.php/Detail/objects/1906>

<sup>5</sup> Interstate 289 Vermont, Interstate Guide.com, <https://www.aaroads.com/interstate-guide/i-289-vt/#> (accessed March 31, 2025).

Today, VT 127 begins at Pearl Street in Burlington and continues north on North Champlain Street to the Burlington Beltline (or “The Northern Connector”) and ends in Colchester at the Heineberg bridge. A portion of the project was funded by the 1966 Legislature, and it opened to traffic in 1971 as a two-lane road from Manhattan Drive to North Avenue.<sup>6</sup> The northern half of the beltline opened in 1984, extending the beltline to the Heineberg bridge crossing into Colchester.

The VT 127 bike path along the eastern edge of the limited access highway was constructed with the northern half of the beltline in 1984. In addition to the bike path, two bridges were constructed to connect resources on either side of VT 127. One bridge connects Ethan Allen Park to the northern terminus of the VT 127 bike path. A second bridge was constructed just north of the VT 127 North Avenue interchange. However, the topography of the area precluded a connection. The bridge can be accessed from the east side of the beltline at the bike path along Ethan Allen Homestead Road; however, on the west side the bridge terminates at a bank below Revere Court. The has never been used and is affectionately known as “the bridge to nowhere”.<sup>7</sup> See Attachment 1: Historic Resources and Section 4(f) Resources Map.

Nearing the southern terminus of VT 127, the path crosses a bridge over an active rail line and then weaves between the railbed and the former City landfill to connect to the Old North End. This area serves dual purposes as the paved width widens to provide mixed use for path users while maintaining City access to a service station for the capped landfill. The path alignment along this narrow stretch is flanked by wetlands, the landfill, and the railroad right-of-way.

### The Intervale and Ethan Allen Homestead

The Intervale refers to an 870-acre floodplain on the Burlington side of the Winooski River, where it flows through the cities of Burlington, Winooski, and Colchester.<sup>8</sup> The area is home to fertile farmland, diverse species and vegetation, established farms, parkland, the McNeil Generating Plant, and radio towers. The Intervale provides opportunities for recreation on its many trails, as well. The railroad passes through the Intervale from Burlington to Winooski.

The history of human occupation in the Intervale includes Native Americans and European settlers. Additionally, the Intervale includes the historic Ethan Allen Homestead and Museum. The Ethan Allen Homestead is significant as the only surviving residence of Ethan Allen, who is known as an early founder of Vermont as well as a Revolutionary War hero. Allen was part of the Green Mountain Boys, who captured Fort Ticonderoga. Ethan Allen was born in Connecticut, and with his brother Ira Allen and other relatives, purchased large tracts of unsettled land in the Connecticut Valley, including most of Burlington and the Intervale, where he would later build his house and farm in 1787, what is known as the present Ethan Allen Homestead. Allen died in 1789. The homestead had many alterations by subsequent owners; but was carefully restored to its late eighteenth century condition, as Ethan Allen would have known it.<sup>9</sup> Although its historic significance was recognized by owners of the property, it was not publicly recognized.

<sup>6</sup> [http://www.champlainparkway.com/pdfs/2009fseis/ch\\_1\\_project\\_purpose\\_and\\_need.pdf](http://www.champlainparkway.com/pdfs/2009fseis/ch_1_project_purpose_and_need.pdf)

<sup>7</sup> Britta Tonn, VHB, “Historic Land Use Report: Lower Winooski River Valley Land Use Planning Project,” prepared for the Intervale Center, September 4, 2019.

<sup>8</sup> <https://www.uvm.edu/place/burlingtongeographic/focalplaces/int-context.php>

<sup>9</sup> [https://accdservices.vermont.gov/ORCDocs/Burlington\\_NationalRegister\\_NominationForm\\_00000028.pdf](https://accdservices.vermont.gov/ORCDocs/Burlington_NationalRegister_NominationForm_00000028.pdf)

In the early 1980s, Vermont historian Ralph Nading Hill helped to identify the Allen house as the only surviving home of Vermont's earliest and one of its greatest leaders.<sup>10</sup> Today the Ethan Allen house is part of the Ethan Allen Homestead Museum.

### The Old North End

The VT 127 path connects the areas of Burlington known as the Old North End ("the ONE") and the New North End ("the NNE"). The ONE was developed in the second half of the nineteenth century, meeting the need for more housing as blue-collar workers moved to Burlington following the Civil War. Street patterns do not follow the standard grid of downtown and the south end; the streets of the ONE have diagonals and small, irregular lots, creating greater density here than in other parts of the city. By 1890, much of the ONE had been bought by developers who subdivided the land and sold lots.<sup>11</sup> As seen in the 1937 aerial image, the ONE had been almost completely developed by that time. Important changes included the closing of the landfill (located between Manhattan Drive and the railroad tracks) in 1990, formerly accessed at Intervale Rd and Manhattan Drive, as well as the opening of the beltline, changing the traffic on North Champlain Street and Park Street. Today the ONE remains a dense, residential neighborhood with pockets of commercial activity, multiple schools, and community buildings.

### The New North End

Prior to the mid-20<sup>th</sup> century, the NNE was home to farmland, and residential developments were mainly along North Avenue, Ethan Allen Parkway, Staniford Road, and some lakefront properties. A trolley connected North Avenue to downtown from the late 1880s until 1929, when trolleys ceased operations in Burlington, replaced by bus lines. The Ethan Allen Shopping Plaza on North Avenue opened in 1951. Between 1940 and 1960 many residential developments, schools, churches, and community centers were constructed. In the 1980s and 1990s, more development continued on either side of North Avenue, as well as further north.

## Above Ground Historic Resource Identification

The identification of resources has been scaled to the Project scope and potential effects. Due to the large right-of-way available surrounding VT 127 and the interchange with North Avenue, as well as the proposed project – a multimodal connection – the Project is unlikely to have adverse effects on historic resources.

The NNE is an area of Burlington where little survey has been completed, mostly due to its age, and very few properties in the NNE are listed in the State and/or National Register. Considering the scope of the task, VHB has reviewed the Study Area in segments – south of the North Ave/VT 127 interchange and north of the interchange. See Figure 6. The purpose of this method is to identify any red flags for project development and permitting, and to identify situations when future research would be needed.

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<sup>10</sup> Ibid.

<sup>11</sup> Blow, David J. *Historic Guide to Burlington Neighborhoods, Vol. III*. Chittenden County Historical Society, Burlington, VT: 2003.

### South of the Interchange

Properties in the Study Area south of the North Ave/VT 127 interchange are part of a small residential area consisting of 27 dwellings that developed on North Ave between what is now the high school (formerly Arms Farm) and the interchange (addresses 654 North Ave – 819 North Ave). Four properties on the east side of North Ave (734, 740, 748, and 754 North Ave) were constructed pre-1937, whereas the majority were constructed between 1937 and 1962, as evident by comparing historic aerials. See Figures 1-5. This coincides with the general development of the New North End. The high school was constructed in the mid-1960s and recently demolished.

This defined area, between Institute Road and the North Ave/VT 127 interchange has not been previously surveyed or evaluated for historic integrity. To provide an evaluation of this area, the National Register Bulletin *How to Apply the National Register Criteria for Evaluation* is referenced. "A [historic] district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development." Typically, Criterion A and Criterion C will apply to a historic district.

Under Criterion A, there is insufficient integrity to connect to the pattern of events that are the development of the NNE or the ONE, as it is not a planned development and does not exemplify the type of development in either area. This grouping of 27 dwellings does have the same development timeline as the overall NNE development trends (with some pre-1937 and the majority following in the 1940s-early 1960s); however, it was not a planned development or subdivision and is not a cohesive neighborhood. Subdivisions of the NNE were plotted, built, and sold in quick succession, often with great fanfare and prolific advertisement in the newspapers. One such example is the Ethan Allen Heights subdivision (discussed in the next section). Properties further south on North Avenue – near the cemetery and former St. Joseph's Orphanage – represent late 19<sup>th</sup> and early 20<sup>th</sup> century architectural styles of a neighborhood on the outskirts of the city. Specifically, the stretch between 311 North Avenue to Lake View Cemetery contains residential, institutional, and religious structures and has been determined eligible by VDHP as the North Avenue Neighborhood Historic District.<sup>12</sup> While the 27 dwellings in the current Study Area are also located on North Avenue, they physically close enough to be associated with the eligible North Avenue Neighborhood Historic District.

Under Criterion C, there is insufficient architectural integrity due to the many changes to the individual buildings and the lack of collective architectural significance. Properties on the east side of North Avenue have a higher degree of integrity of material, design, and workmanship; however, those on the west side – those constructed after 1937 – appear to have more changes in materials (siding, windows) and design (fenestration). Mid-century architecture is simplistic in style and the removal of even a few character defining features typically results in the loss of historic architectural integrity. Due to the loss of historic integrity on the majority of properties, there is insufficient integrity overall to have a district that is significant for containing dwellings that are good examples of Colonial Revival and midcentury styles.

VHB recommends that there is not an eligible historic district between Institute Road and the interchange of North Ave and VT 127.

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<sup>12</sup> Suzanne Jamele, letter to Jamie Duggan, VDHP re: Cambrian Rise, North Avenue, Act 250 review, June 5, 2017.

### North of the Interchange

On the west side of North Ave, across from the VT 127 interchange, is the North Avenue Alliance Church (901 North Avenue), which was designed by local architects Wiemann Lamphere and constructed in 1983 by Engelberth Construction. The church is ineligible for listing in the National Register due to age.

Properties north of the interchange include five houses between the interchange and present-day Saratoga Avenue that were constructed before 1937 (834, 838, 842, 846, and 850 North Ave). Of these five, only 834 North Ave appears to retain historic integrity. The remaining properties in this area were constructed between 1937 and 1962. Saratoga Avenue, the side street heading east from North Ave and just north of the project area, was developed ca. 1940-1960. See Figures 1-5.

The first side street, north of the interchange, heading east, is Saratoga Avenue. The VDHP has previously determined that this area falls within a potential Ethan Allen Heights Historic District. VDHP states on the Determination of Eligibility form for 26 Saratoga Avenue<sup>13</sup>: "Ethan Allen Heights Historic District, which is significant under Criterion A: Community Planning & Development and Criterion C: Architecture. Ethan Allen Heights was a planned development begun in 1948 by local developer George Hauck. Consisting of 94 lots, each measuring 60' x 150', the development included sidewalks, curbing, water, sewer, and paved streets. Houses ranged in price from \$9,200 to \$15,000, including the lot, and most were four-room, 1.5-story houses or two-story structures. Designs were based on FHA standard, and the physical layout of the curved streets was designed by the FHA planning office in Washington, D.C. Hauck purchased the 25-acre development parcel in 1947, and it was originally part of the Ethan Allen Farm. The development is a good example of post-WWII residential expansion and subdivision of former agricultural land in the north end of Burlington."

As discussed above in the historic context, the Ethan Allen Homestead, located in Ethan Allen Homestead Park, includes the ca. 1785 Allen house, a former dairy barn (now home to a preschool and museum), a small caretaker's house, and related outbuildings. The Ethan Allen Homestead was listed in the National Register in 1986.<sup>14</sup>

### Section 4(f) Resources

Section 4(f) resources include significant publicly owned public parks, recreation areas, and wildlife or waterfowl refuges, or any publicly or privately owned historic or archaeological site listed or eligible for listing in the National Register of Historic Places. In and adjacent to the Study Area, Section 4(f) park, recreation, and wildlife/waterfowl refuges include:

<sup>13</sup> Britta Tonn and Matt Shoen, VHB, "26 Saratoga Avenue" Vermont Architectural Resource Inventory form and Determination of Eligibility form with comments by Devin Colman, State Architectural Historian, Vermont Division for Historic Preservation, June 2, 2023.

<sup>14</sup> Gina Campoli and John Page, Vermont Division for Historic Preservation, "Ethan Allen Homestead National Register Nomination," January 1986. [https://accdservices.vermont.gov/ORCDocs/Burlington\\_NationalRegister\\_NominationForm\\_00000028.pdf](https://accdservices.vermont.gov/ORCDocs/Burlington_NationalRegister_NominationForm_00000028.pdf)

- **Arms Park** – owned by the City of Burlington – a public park with walking trails on the west side of North Ave, accessed from the high school property, the North Avenue Alliance Church, or the Burlington Bike Path (now Burlington Greenway).
- **Arthur Park** – Owned by the City of Burlington – a public park with winter skating, located between North Ave and the beltline, west of the high school. Arthur Park is also home to the **Donahue Sea Caves** (owned by the Winooski Valley Park District), which can be accessed by canoe or kayak in the summer months.
- **Beltline Bike Path (VT 127 Bike Path)** – A public recreation resource owned by the City of Burlington, this 3-mile route from the ONE to the NNE begins at the north end of Manhattan Drive and connects to the Ethan Allen Homestead and ends at Ethan Allen Parkway over VT 127. In the ONE, the bike path follows the path/road along the former landfill, before it dips down and curves up to be adjacent to the beltline.
- **Ethan Allen Park** – Although outside of the Study Area, the Ethan Allen Park is connected to the VT 127 path by a multimodal bridge. Ethan Allen Park is owned by the City of Burlington and features acres of natural woodland and the city's highest point at the top of the Ethan Allen Tower. The 40' stone tower affords a panoramic view of the city, Lake Champlain, the Green Mountains, and the Adirondacks. Access to the park is from North Avenue, Ethan Allen Parkway, or the 127 Bike Path.  
**Ethan Allen Homestead Park** – A public park owned and operated by the Winooski Valley Park District that is home to the historic Ethan Allen Homestead as well as many trails for recreation, wildlife, and plant species. The homestead park spans the length of much of the beltline. Trails in the park connect to the many areas and parks within the Intervale; however, these parcels do not border the Project Area.
- **McKenzie Park** – A public park owned by the City of Burlington, this park is on the Winooski River and only accessible by foot from various connecting trails at the Ethan Allen Homestead, the VT 127 path, and the Intervale trails. The park is west of the Ethan Allen Homestead but is included in the Study Area due to potential connections from the VT 127 path.
- **Intervale Wildlife Management Area** – Formally known as the Intervale Wildlife Management Area ("WMA"), the WMA covers 487 acres on the east side of the Winooski River on Colchester, VT, and was created to mitigate the loss of wetlands as a result of the construction of VT 127. Note that the WMA is outside of the Study Area but included to clarify any confusion with its name and Intervale parcels on the west side of the river in Burlington.<sup>15</sup>

Section 4(f) properties include historic and archaeological resources. As noted in the Above-Ground Historic Resources Identification section, the NNE has not been comprehensively studied and evaluated; however, there are preliminary recommendations for historic district considerations. Resources listed for or eligible for listing in the National Register, and therefore are Section 4(f) resources, include:

- **Ethan Allen Heights Historic District** (eligible)
- **Ethan Allen Homestead** (listed)

<sup>15</sup> <https://anrmaps.vermont.gov/websites/wma/maps/Intervale.pdf>

The Section 4(f) properties are identified on Attachment 1: Historic Resources and Section 4(f) Resources Map.

## Recommendations for Future Project Planning

A future project subject to Section 106 and/or Section 4(f) will formally review all of the properties in the Area of Potential Effect (“APE”), which is similar to the Project Study Area. Section 106 requires review of a project’s scope of work and plans, and assessment of its effects on historic resources.

The purpose of the scoping study is to improve the safety and accessibility of the VT 127 path, including a new connection point from North Avenue. While there are historic resources in the Study Area, such as the Ethan Allen Heights Historic District, the introduction of a new multimodal connection point at identified connection points in the Study Area are unlikely to have adverse effects on any features or characteristics that qualify historic resources (individual buildings or historic districts) for listing in the National Register.

The more prevalent concern for this project relates to Section 4(f). Section 4(f) applies only to projects that receive federal funding or permits from the Department of Transportation, often the Federal Highway Administration (“FHWA”). Work outside the road right-of-way that requires permanent easements or acquisitions from Section 4(f) properties will be considered a “use” under Section 4(f), wherein a portion of a Section 4(f) resources is incorporated into the transportation network. Most often small easements and acquisitions result in a Section 4(f) historic de minimis or parks de minimis determination. A project qualifies for a de minimis determination when the features that qualify the resource as a Section 4(f) are not adversely impacted, and the Official with Jurisdiction (“OWJ”) concurs with that statement.

If work can remain within the transportation right-of-way, and no permanent easements or acquisitions are required, no Section 4(f) determination or evaluation will be required. Additionally, as long as the path retains continuity as part of the project (and has an appropriate detour, if needed, during construction), improvements to an existing recreation resource – such as the multimodal path - are unlikely to require a Section 4(f) evaluation.

Consultation with the VTTrans Historic Preservation Officer should begin early in the process. With federal funding, a Section 106 evaluation will be required, and Section 4(f) evaluation will be required if easements or acquisitions from Section 4(f) resources as part of the Project. Additionally, archaeological resources will need to be reviewed as part of the Section 106 process.

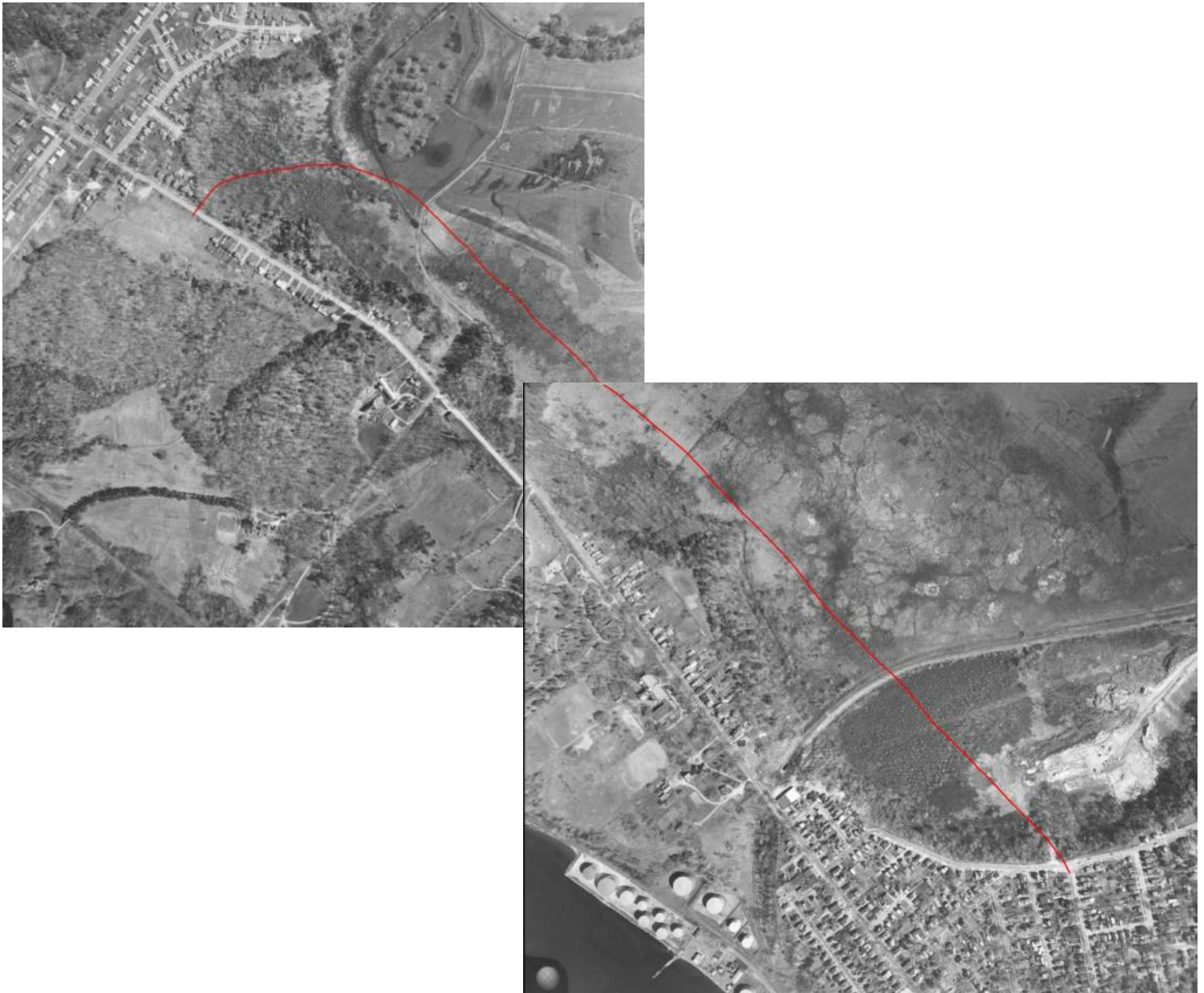
### Maps and Figures



Figure 1: Historic 1937 aerial image of Burlington. The red line approximates the future beltline from the ONE to the NNE. <https://burlington.one/1937/#15/44.5038/-73.2227>.



Figure 2: A close up of the 1942 aerial. The future beltline interchange is shown in red (approximate location). Note the residential clusters in yellow circles – those just south of the future interchange and those north of the future interchange. These also appear on the 1937 aerial. Saratoga Avenue is not yet developed, but there is a dirt drive approximately where it would be constructed. Source: VCGI Aerial Imagery: [https://maps.vcgi.vermont.gov/gisdata/vcgi/imagery/HISTORIC/1940s/1942/DCC/JPEG/DCC\\_1942\\_05-010.jpeg.jpg](https://maps.vcgi.vermont.gov/gisdata/vcgi/imagery/HISTORIC/1940s/1942/DCC/JPEG/DCC_1942_05-010.jpeg.jpg).



Figures 3 and 4: The 1962 aerial with the future (first half) of the beltline or northern connector shown in red. Source: VCGI. [https://maps.vcgi.vermont.gov/gisdata/vcgi/imagery/HISTORIC/1960s/1962/62L/NONGEOREFERENCED/62L\\_1962\\_09-131\\_nongeoref.jpg](https://maps.vcgi.vermont.gov/gisdata/vcgi/imagery/HISTORIC/1960s/1962/62L/NONGEOREFERENCED/62L_1962_09-131_nongeoref.jpg).



Figure 5: A closer view of the 1962 aerial, prior to beltline construction. Burlington High School has not yet been constructed; arms Farm is still standing (red circle). Note the development on North Avenue and the residential development of Saratoga Avenue and Village Green (top left). Source: VCGI.



Figure 6: Shown in this aerial image are the areas of discussion in the historic resources section. The blue shows the Ethan Allen Heights Historic District. The red shows the pre-1937 houses on North Avenue. The pink shows the residential buildings between the interchange and the high school, which do not constitute a historic district.



Figure 7: 1972, looking northeast. The new beltline (bottom) has opened. The residential development includes Saratoga Avenue, Village Green, and Van Patten Parkway. The future Ethan Allen Homestead Museum is at far right. Source: UVM Landscape Change, file: LS36632\_000.

[landscape.uvm.edu/landscape\\_new/search/details.php?ls=36632&sequence=000&set\\_seq=3&imageSet=1617384557-6067546d41472&AddRel=0](https://landscape.uvm.edu/landscape_new/search/details.php?ls=36632&sequence=000&set_seq=3&imageSet=1617384557-6067546d41472&AddRel=0)



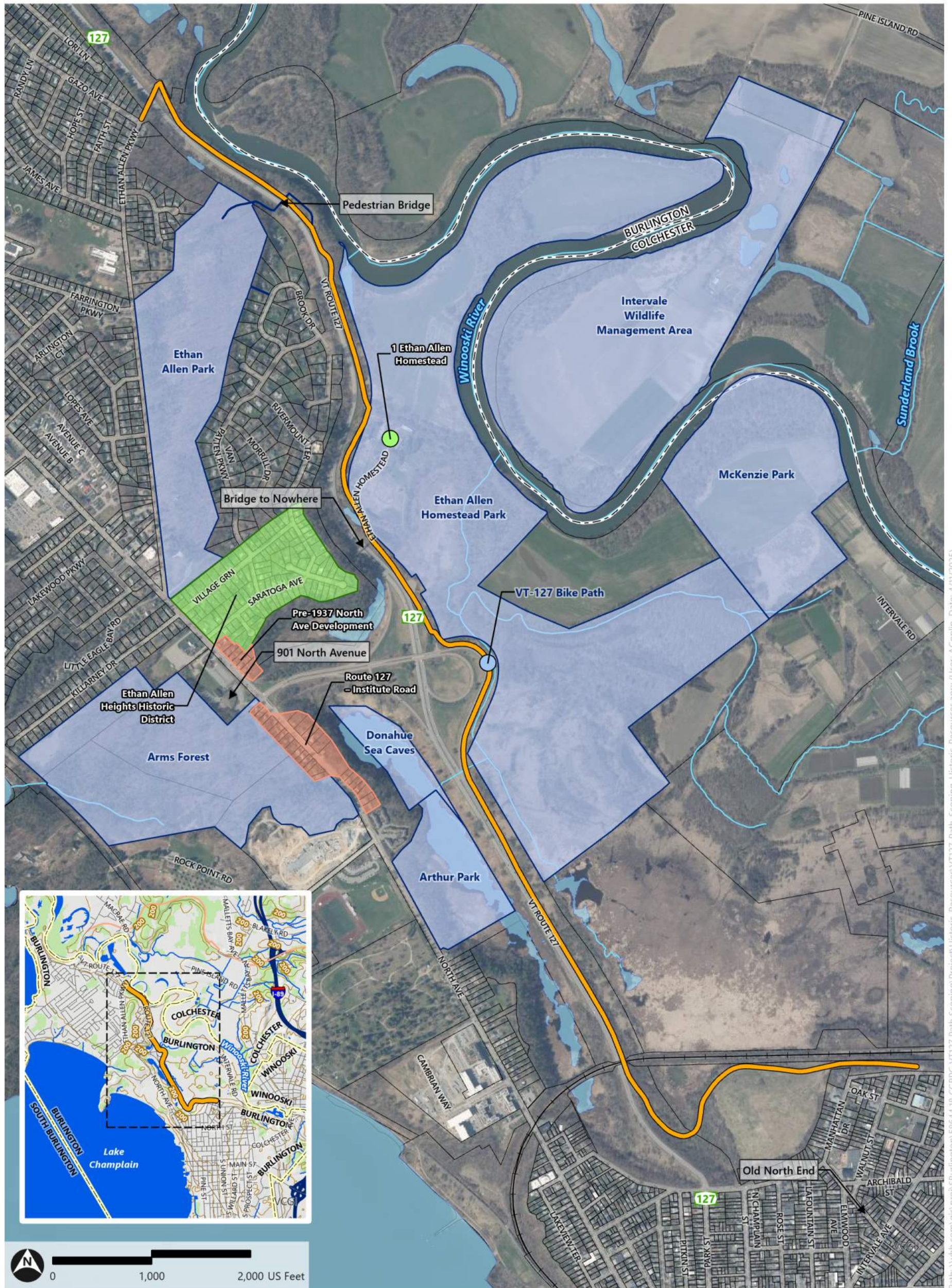
Figure 8: North Avenue, just south of the new interchange with the beltline. The file is dated November 1970, which would be just before the road opened in 1971. Source: UVM Landscape Change, file: LS54912\_000. [landscape.uvm.edu/landscape\\_new/search/details.php?ls=54912&sequence=000&set\\_seq=16&imageSet=1617384557-6067546d41472&AddRel=0](https://landscape.uvm.edu/landscape_new/search/details.php?ls=54912&sequence=000&set_seq=16&imageSet=1617384557-6067546d41472&AddRel=0).



Figure 9: North Avenue, looking south. The houses at right at 821 and 815 North Avenue. The image is dated 1969, and the construction scene shows the widening of North Avenue as part of the VT 127 interchange. Source: UVM Landscape Change file LS08803\_000.

[landscape.uvm.edu/landscape\\_new/search/details.php?ls=08803&sequence=001&set\\_seq=48&imageSet=1617384557-6067546d41472&AddRel=0](https://landscape.uvm.edu/landscape_new/search/details.php?ls=08803&sequence=001&set_seq=48&imageSet=1617384557-6067546d41472&AddRel=0)

# **ATTACHMENT 1**



- VT-127 Bike Path: Project Area (CoB)
- Eligible Historic Resource (VHB)
- Section 4(f) Resource (VHB)
- Section 4(f) Resource (CoB/VCGI)
- Eligible
- Ineligible
- VHD Stream (VCGI)
- VHD Waterbody (VCGI)
- Parcel Boundary (VCGI)
- + Railroad (VTrans)

Sources: Background imagery by VCGI (collected in 2024); CoB (City of Burlington - 2025); VCGI (Vermont Center for Geographic Information - hosted feature services); VHB - 2025



# E

## Path Widening Feasibility Memo

To: Bryan Davis, CCRPC  
Max Madalinski, BPRW  
Madeline Suender, DPW

Date: October 30, 2025

Project #: 58644.18

From: Madison Coombs  
Rose O'Brien, EIT  
Drew Gingras, PE

Re: CCRPC & BPRW VT 127 Shared Use Path Scoping and Feasibility  
Study – Widening Feasibility + Additional Improvements Assessment

## Introduction

As part of the VT 127 Shared Use Path Scoping Study, VHB evaluated opportunities to widen the VT 127 shared use path to better align with national standards / best practices for general shared use path design. The latest guidance provided in the [AASHTO Guide for the Development of Bicycle Facilities \(5<sup>th</sup> Edition\)](#) (“AASHTO Bike Guide”) was used as the primary reference.

To complete this assessment, the VHB team completed an end-to-end site walk to inventory and evaluate the existing conditions of the path. The team’s findings were documented via an ArcGIS Field Map to provide the City of Burlington (“City”) and Chittenden County Regional Planning Commission (“CCRPC”) with a map-based inventory of existing conditions.

## Path Inventory / VT 127 Field Map

A site walk was conducted in October of 2024 to document specific features of the existing path. The following features were catalogued as part of this effort:

- › Amenities
- › Attractions/destinations
- › Bridges
- › Path crossings
- › Culverts
- › Drainage issues/pooling
- › Drainage structures
- › Fences
- › Fence Damage
- › Green belt width
- › Overgrown vegetation
- › Pavement distress
- › Pavement width
- › Signage
- › Vegetation (proximate to the paved path)
- › Utilities
- › Wooden boardwalks

In addition to photographing each feature, the following details were documented where applicable:

- › Measurements
- › Start/end points
- › Side of path
- › Fence or railing type
- › Distance from edge of pavement (to feature)
- › Overall condition
- › Sign type
- › Obstruction length into path
- › Tree size
- › Area of path covered
- › Bridge surface material
- › Amenity type (bench/other)
- › Path crossing classification (road/trail/other) and type (formal/informal)
- › Path crossing material (paved/gravel/other)
- › Accessible crossing (yes/no)

An engineer utilized a GPS-unit to document the precise location of each feature. The compiled data was used to create an ArcGIS Field Map with geolocated icons representing each feature observed and documented in the field (see **Figure 1** and **Figure 2**). This Field Map was layered onto an existing

conditions web map with data compiled from public databases (see **Figure 3**) which showed the following features:

- › Burlington Trails, including the VT 127 Bike Path and other trails
- › Transportation assets, including transit and general transportation infrastructure
- › Utilities, including poles, lines, underground structures, and stormwater and wastewater infrastructure
- › Hazardous and Contaminated Materials, including landfills, and brownfields
- › Regulated Areas, including FEMA flood hazard areas, and groundwater and surface water source protection areas (SPAs)
- › Natural Resources, including wetlands, rare/threatened/endangered species habitat, and more
- › Elevation Contours
- › Parcel Boundaries

Figure 1 VT 127 Shared Use Path Field Map  
Each observed feature is displayed as an icon over an aerial image of the project area.

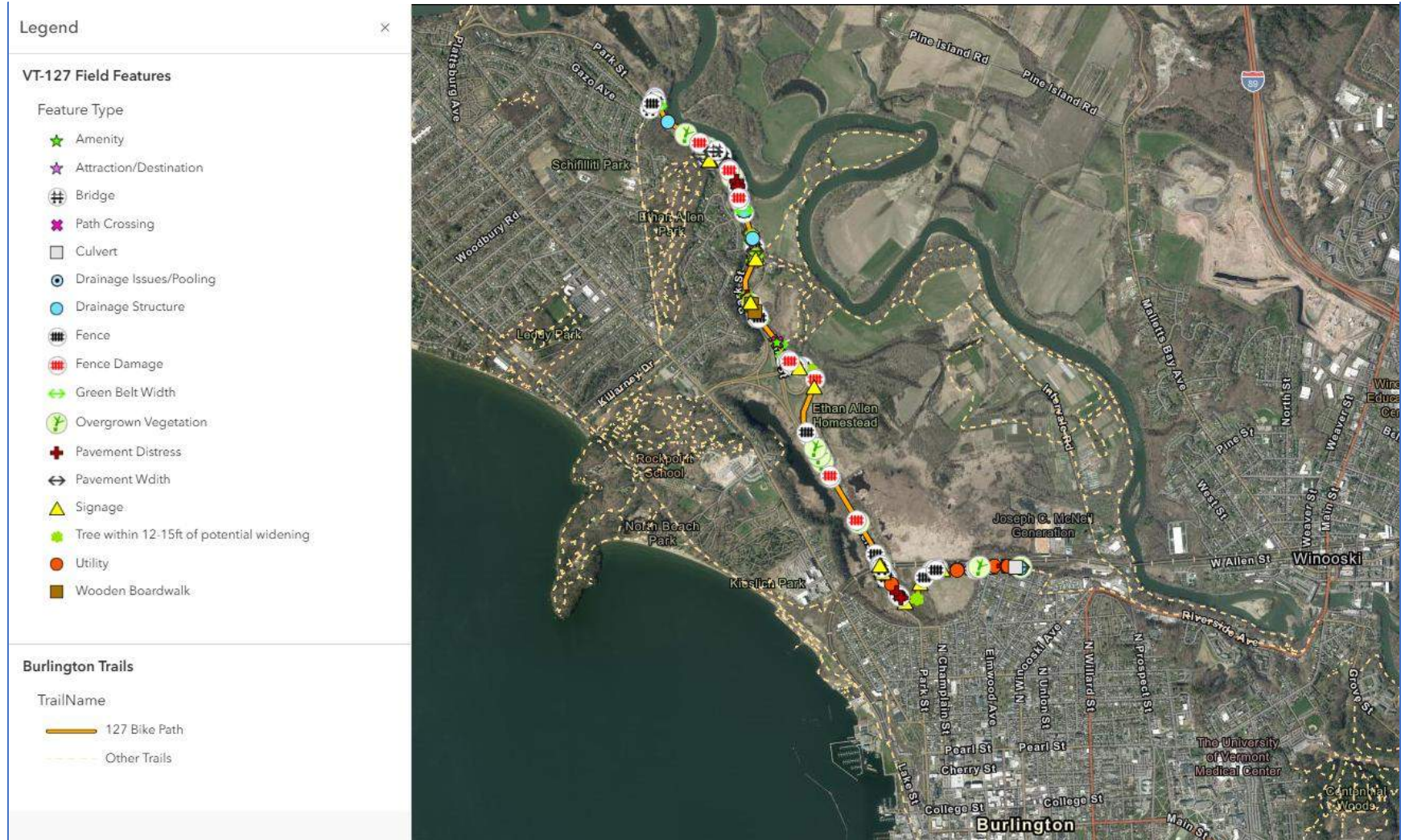


Figure 2 Field map Feature – Amenity

Individual icons can be selected to show inventoried features, such as this bench, to display a photograph and other catalogued information.

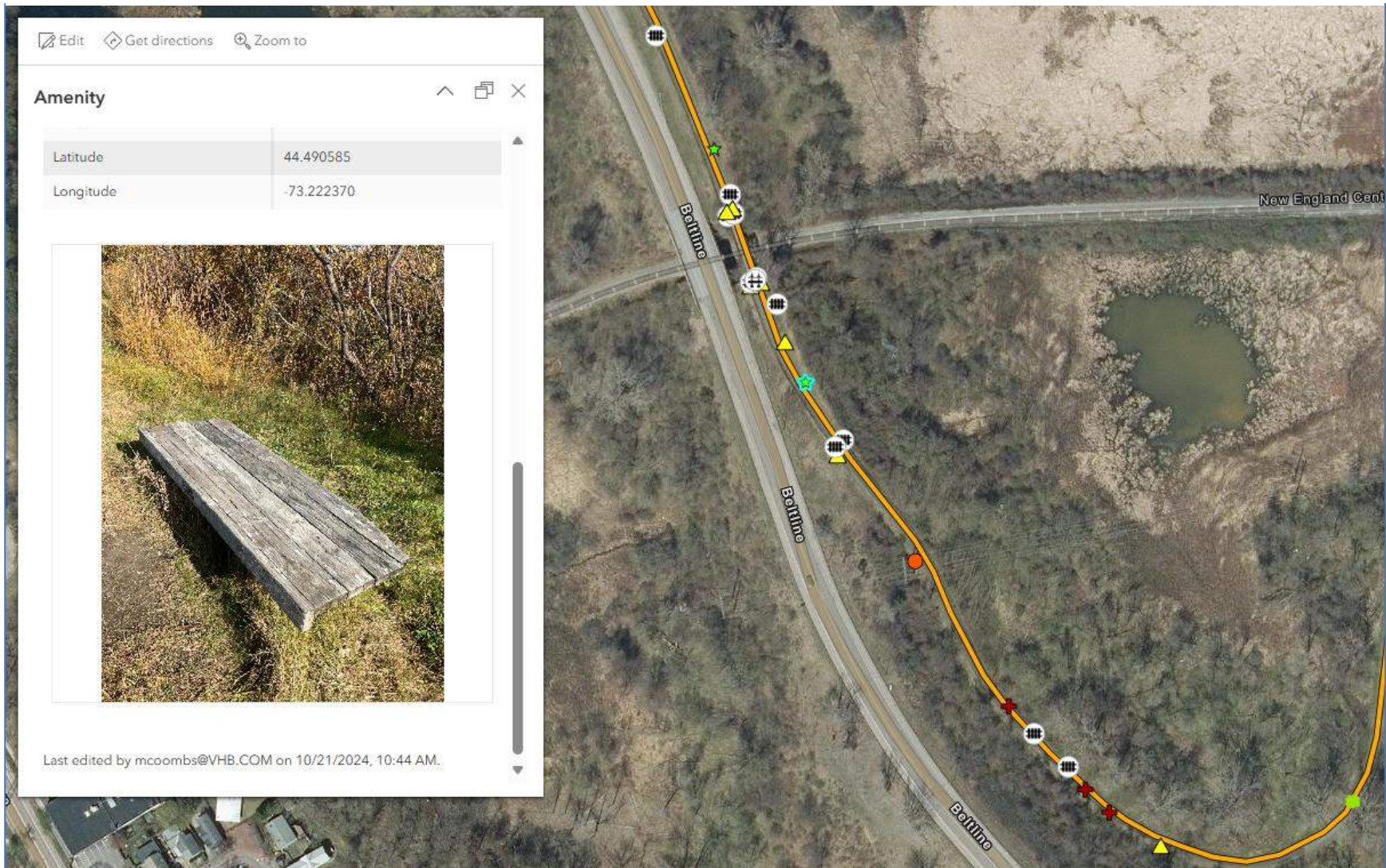
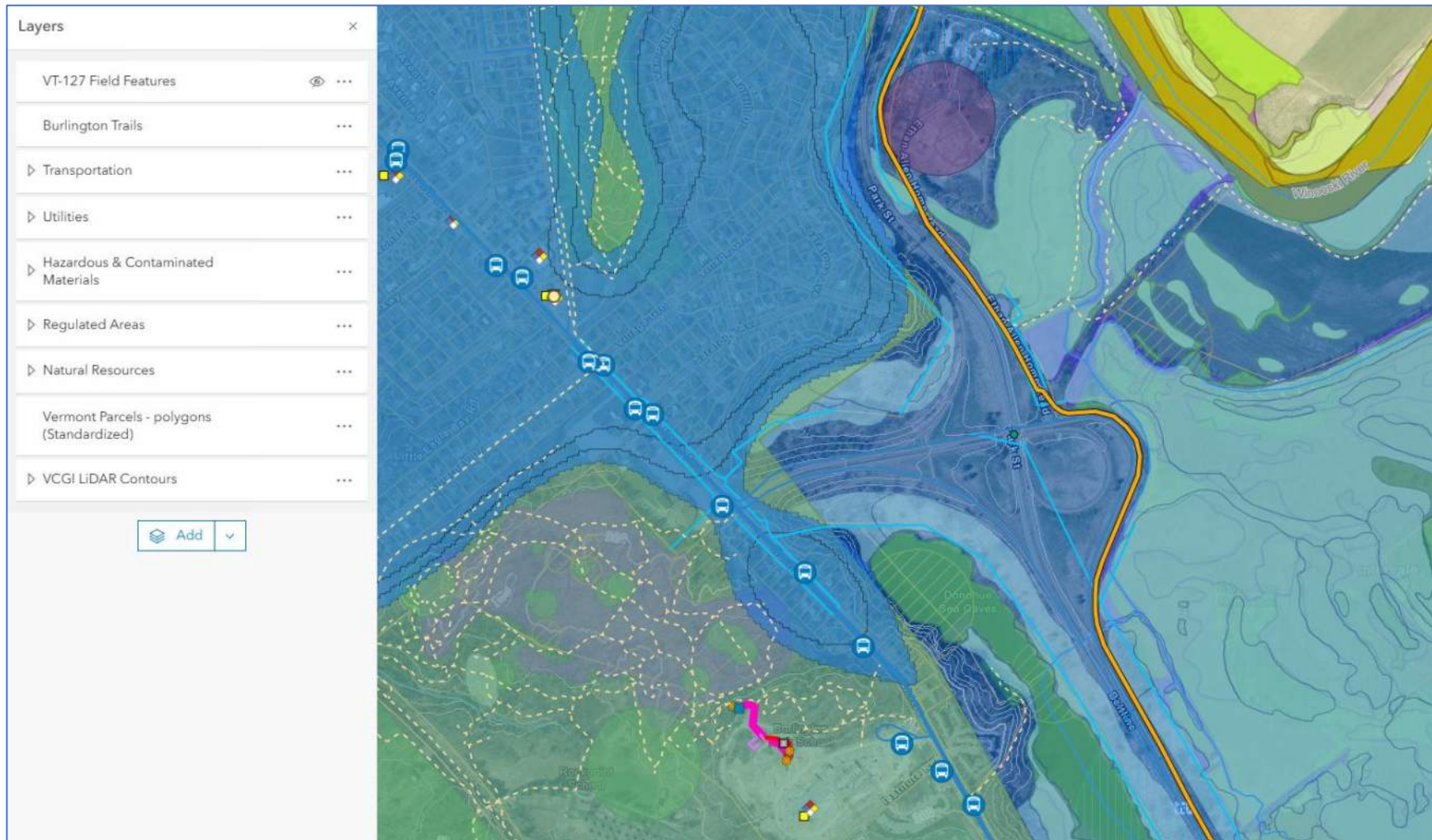


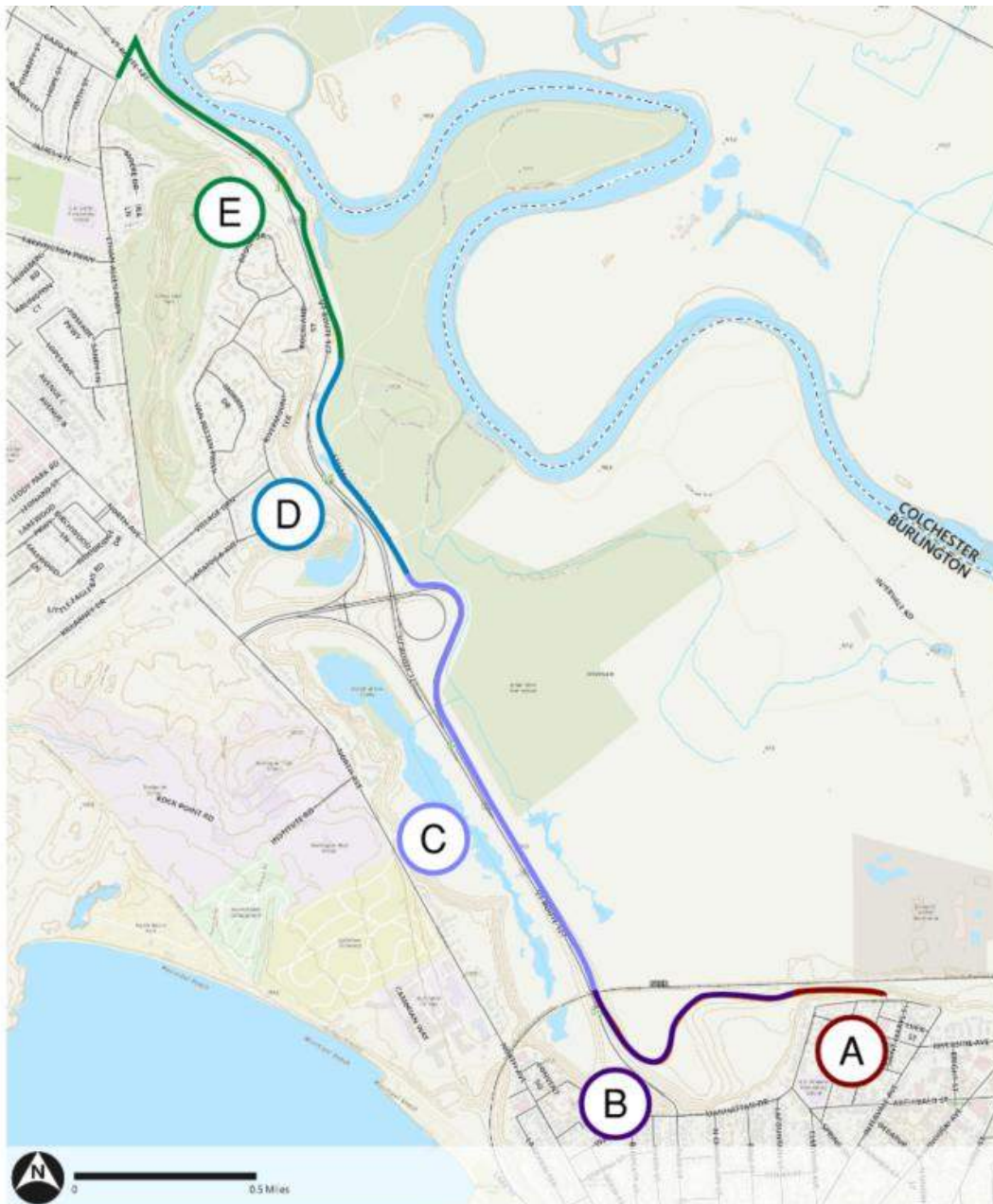
Figure 3 VT 127 Shared Use Path Existing Conditions Web Map  
Existing conditions information from public databases can be layered onto the field inventory as shown.



### Path Segmentation and Existing Conditions

Following the field data collection, the existing path was organized into segments based on characteristics measured and observed. Each segment was evaluated for the feasibility of widening and other improvements against constraints identified during field inventory. **Figure 4** provides a map of the segmentation, with brief narrative descriptions of each segment on the following page.

Figure 4 Path Segmentation



### *Segment A*

Segment A, at the southern terminus of the path in the Old North End, follows Sanitary Landfill Road, sharing the space with access to the landfill. As this section of the path parallels the gated access road, it is technically the widest paved width at about 20 feet of usable paved surface, with an additional two to four feet of grass overgrowth onto the path shoulders.

### *Segment B*

Segment B extends from the end of Sanitary Landfill Road through the low-lying wetlands to the railroad bridge. This section of the path is consistently 10 feet wide, with minimal shoulder overgrowth. The path has a consistent three-foot grass buffer between the pavement edge and the chain link fence that runs along the northern side of the path. Fencing is also present on the west side of the path as it begins to run parallel to VT 127 and the grass buffer narrows to a minimum of 20 feet wide.

### *Segment C*

Segment C extends from the railroad bridge north to the Ethan Allen Homestead Access Road crossing. This section of the path runs adjacent to VT 127 until it flares northeast to parallel the northbound on- and off-ramps, maintaining a 10-foot width throughout. This segment of path has chain link fencing present along its entire western side to separate it from the highway, as well as a grass buffer between 20 and 25 feet wide. Additionally, there are short segments of guardrail (west of the path) and wooden fencing (east of the path). These segments exist to either better protect users from VT 127, or provide a vertical barrier between the path and wetland areas to the east.

### *Segment D*

Segment D of the path is adjacent to the Homestead Access Road, extending from the path's crossing of the road to the northwestern corner of the access road loop, where several Winooski Valley Parks District (WVPD) trails branch off to the east. This segment provides access to several WVPD trailheads, as well as the Ethan Allen Homestead and visitor parking. The ramp to the "Bridge to Nowhere" also spurs from the path in this segment. Chain link fencing is present only on the western side of the path to restrict path user access to VT 127. This segment of the path is consistently 10 feet wide with a grass buffer to the west varying between 15 and over 100 feet wide.

### *Segment E*

Segment E continues north from the intersection with the WVPD trails to the northern terminus of the path in the New North End, where the path crosses a bridge over VT 127 to Ethan Allen Parkway. Along this segment, there is a bridge across VT 127 connecting the path to Ethan Allen Park. Most of this section of the path has chain link fencing present on both sides, to protect from the highway on the west and steep slopes down to the Winooski River on the east. The path is buffered to the west by a minimum 25-foot-wide grass belt. Most critically to note, this segment of the path has several lengths with paved widths measuring under 10 feet, primarily ranging from seven to nine feet wide.

## National Best Practices / Design Guidance for Shared Use Path Width

Section 6.4.3 of the AASHTO Bike Guide provides information on recommended widths for shared use paths. The Guide recommends that generally, 10 feet of paved width should be considered the minimum desirable width for a two-directional shared use path. Regarding widths less or greater than 10 feet, the AASHTO Bike Guide notes the following:

- Considerations for increasing path width to 11 feet or more:
  - Regionally significant path providing key alternative from less safe parallel road network
  - Peak hour volumes above 200 users
  - Bicyclists operating at higher speeds (20-30 mph)
  - Steep grades, curves, or tunnels
  - Path used by larger maintenance vehicles
- Considerations where path width less than 10 feet is acceptable for limited distances:
  - Peak hour volumes below 150 users
  - Wider path is impractical due to physical constraints
  - Negative environmental impacts of wider path cannot be mitigated
- Considerations where path width less than eight feet is acceptable for substantial portions of the path:
  - Bicycle traffic below 50 bicyclists per hour
  - Pedestrian use below 30 percent of total user volume
  - Frequent passing and resting opportunities
  - Negative environmental impacts of wider path cannot be mitigated
  - Path not regularly used by maintenance vehicles

Current volumes on the existing path are well below 150 users during the peak hour, with bicyclists making up the majority of path users. While use may increase with the implementation of a new connection to North Avenue at the interchange, volumes are not expected to increase to the degree that a path width greater than 10 feet would be needed.

### Shoulder Width

Beyond the paved width of the shared use path, the clear shoulder width on either side of the path can affect the usable space. Objects within the clear width of a path create crash hazards and limit the space that path users can comfortably operate within.

The AASHTO Bike Guide defines a recovery area as a graded shoulder with a width of at least five feet and maximum cross slope of 1V:6H. In constrained conditions, this area could be considered recoverable down to a width of two feet (e.g., along steep slopes or other potentially hazardous features where a five-foot width is impractical).

Where a five-foot shoulder cannot be achieved, a railing or fence is recommended where a path is adjacent to the following:

- Slopes of 1V:3H or steeper with a drop of six feet or greater, or adjacent to a body of water
- Slopes of 1V:2H or steeper with a drop of four feet or greater
- Slopes of 1V:1H or steeper with a drop of one foot or greater

The AASHTO Bike Guide recommends two feet of shy distance between the edge of the travelled path and any vertical barrier, with a minimum shy distance of one foot in constrained conditions. VTrans Standard A-78 for shared use paths requires a two-foot minimum clearance to fences or other fixed objects, with three feet preferred. In areas with steep side slopes adjacent to fenced paths, an additional one foot of width between the fence and edge of slope is required.

Given much of the existing path is adjacent to steep side slopes to the east, a vertical barrier is needed between the edge of pavement and the edge of the side slope where five feet of horizontal separation cannot be achieved. However, where the path is adjacent to VT 127, as much space between the roadway and path as practical is desired to maximize separation between path users and motor vehicle traffic.

## Path Widening

Following the review of all path segments (listed above), the project team determined that Segment E is the only segment of path that requires widening to meet VTrans and AASHTO standards. To meet the recommended minimum width of 10 feet, the path through this segment will need to be widened between one and three feet.

### Segment E Widening Feasibility

Segment E is bounded by chain link fencing on both sides, with VT 127 to the west and the Winooski River corridor to the east. The existing fencing west of the path through Segment E maintains a minimum distance of eight feet from the path's edge of pavement, with some sections not visible from the path due to increased greenbelt widths and dense vegetation between the path and the fence. Existing fencing east of the path generally ranges between four and five feet from the edge of pavement, with some small segments separated by over 10 feet. While the east side fencing was generally observed to be installed on level ground, it did not always maintain a one-foot buffer from the slope break down to the Winooski River corridor. Approximate distances between the existing path's edge of pavement and eastern slope break were measured in ArcGIS and evaluated against the additional width required to meet standard minimums (see **Figure 5**).

Accounting for an additional path width of up to three feet with a two-foot recovery area between the path and fence, and a one-foot buffer between the fence and slope break, a minimum of six feet of level ground from the existing edge of pavement is required to meet standard.

For considerations along the west side of the path, the AASHTO Roadside Design Guide provides recommended clear zone widths. Summarized in **Table 1** (below), these recommendations are based on Design Speed, Traffic Volume, and the Foreslopes / Backslopes of the roadway. Based on the speed (assumed Design Speed = 60mph) and volume of traffic (AADT >6,000) on VT 127, and assuming a foreslope of 1V:6H or flatter, the recommended clear zone width ranges from 30-32 feet. The goal of these clear zones is to provide sufficient width for vehicles that leave their lane to stop or recover before reaching an obstruction. At

a minimum, it is desirable for the path and adjacent fencing to be outside of this clear zone range. Regarding user safety and comfort, the distance between the path and VT 127 should be maximized to the extent practical. Therefore, it is desirable to widen the path to the east where practical.

In most areas of Segment E, the additional width needed to meet the standards described above exceeds the available level ground to the east of the existing path. However, because the path in this segment maintains a minimum of 35 feet of separation from the edge of the travelled way of VT 127, it is reasonable to widen the path to the west in the interest of avoiding significant slope impacts to the east. Although widening the path towards VT 127 is generally not desirable for the reasons discussed above, the cost and environmental impact of regrading the slope toward the Winooski River would be significantly higher than utilizing the existing level ground on the west side of the path. While the necessary widening is not expected to place the path within the clear zone, any potential safety concerns presented by moving the path edge closer to VT 127 may be mitigated through the implementation of guardrail or other crash-worthy barriers. Moreover, in the CCRPC & BPRW VT 127 Shared Use Path Scoping and Feasibility Study – Safety Assessment Memo dated April 24, 2025, guardrail is recommended throughout Segment E due to the lack of natural barriers between the roadway and path.

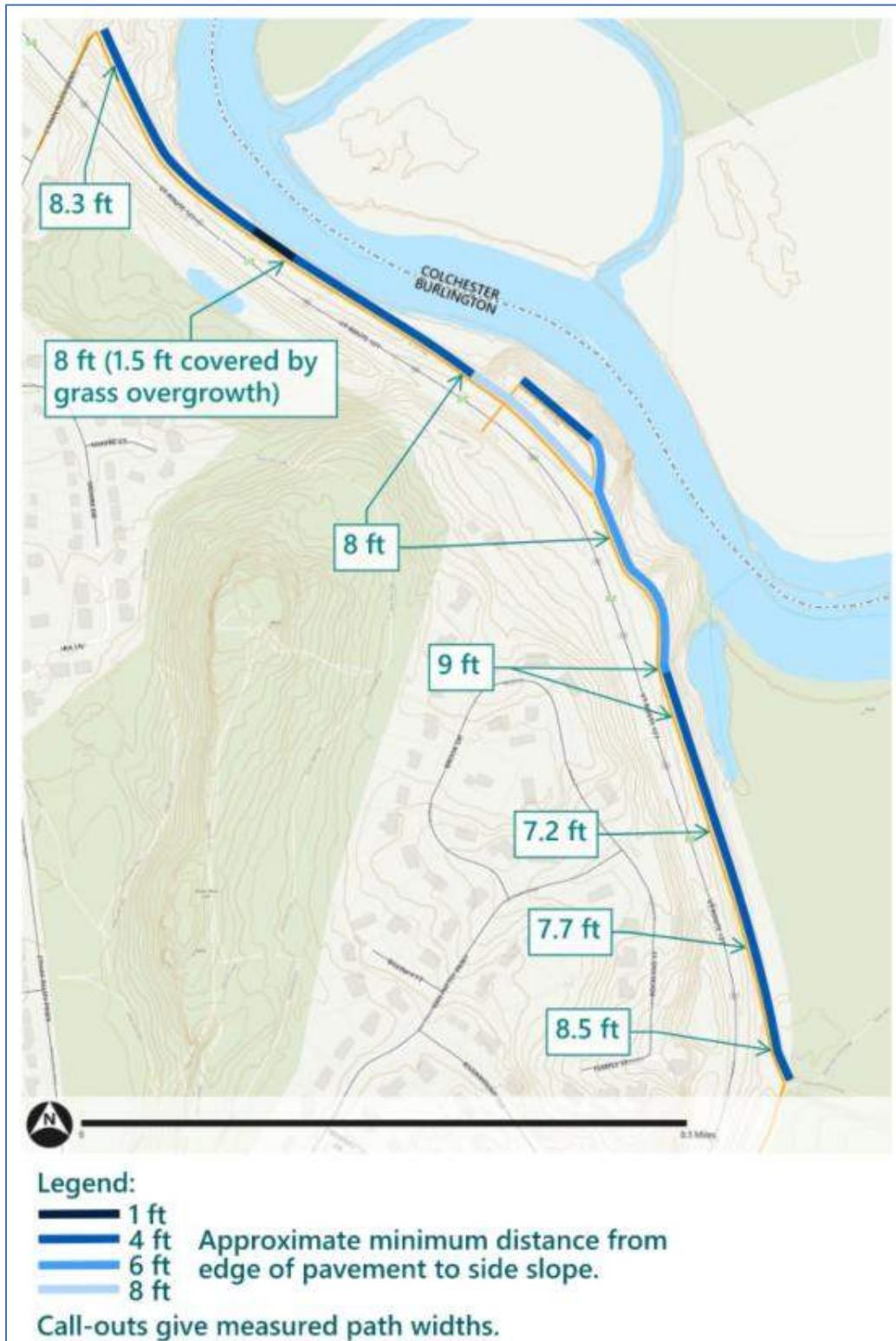
Table 1: AASHTO Roadside Design Guide Table 3-1: Suggested Clear-Zone Distance from Edge of Through Travelled Lane

Design Speed (mph)	Design ADT	Foreslopes			Backslopes		
		1V:6H or flatter	1V:5H to 1V:4H	1V:3H	1V:3H	1V:5H to 1V:4H	1V:6H or flatter
≤40	UNDER 750 <sup>c</sup>	7-10	7-10	<i>b</i>	7-10	7-10	7-10
	750-1500	10-12	12-14	<i>b</i>	12-14	12-14	12-14
	1500-6000	12-14	14-16	<i>b</i>	14-16	14-16	14-16
	OVER 6000	14-16	16-18	<i>b</i>	16-18	16-18	16-18
45-50	UNDER 750 <sup>c</sup>	10-12	12-14	<i>b</i>	8-10	8-10	10-12
	750-1500	14-16	16-20	<i>b</i>	10-12	12-14	14-16
	1500-6000	16-18	20-26	<i>b</i>	12-14	14-16	16-18
	OVER 6000	20-22	24-28	<i>b</i>	14-16	18-20	20-22
55	UNDER 750 <sup>c</sup>	12-14	14-18	<i>b</i>	8-10	10-12	10-12
	750-1500	16-18	20-24	<i>b</i>	10-12	14-16	16-18
	1500-6000	20-22	24-30	<i>b</i>	14-16	16-18	20-22
	OVER 6000	22-24	26-32 <sup>d</sup>	<i>b</i>	16-18	20-22	22-24
60	UNDER 750 <sup>c</sup>	16-18	20-24	<i>b</i>	10-12	12-14	14-16
	750-1500	20-24	26-32 <sup>d</sup>	<i>b</i>	12-14	16-18	20-22
	1500-6000	26-30	32-40 <sup>d</sup>	<i>b</i>	14-18	18-22	24-26
	OVER 6000	30-32 <sup>d</sup>	36-44 <sup>d</sup>	<i>b</i>	20-22	24-26	26-28
65-70 <sup>d</sup>	UNDER 750 <sup>c</sup>	18-20	20-26	<i>b</i>	10-12	14-16	14-16
	750-1500	24-26	28-36 <sup>d</sup>	<i>b</i>	12-16	18-20	20-22
	1500-6000	28-32 <sup>d</sup>	34-42 <sup>d</sup>	<i>b</i>	16-20	22-24	26-28
	OVER 6000	30-34 <sup>d</sup>	38-46 <sup>d</sup>	<i>b</i>	22-24	26-30	28-30

Notes:

- a) When a site-specific investigation indicates a high probability of continuing crashes or when such occurrences are indicated by crash history, the designer may provide clear-zone distances greater than the clear zone shown in Table 3-1. Clear zones may be limited to 30 ft for practicality and to provide a consistent roadway template if previous experience with similar projects or designs indicates satisfactory performance.
- b) Because recovery is less likely on the unshielded, traversable 1V:3H fill slopes, fixed objects should not be present in the vicinity of the toe of these slopes. Recovery of high-speed vehicles that encroach beyond the edge of the shoulder may be expected to occur beyond the toe of slope. Determination of the width of the recovery area at the toe of slope should consider right-of-way availability, environmental concerns, economic factors, safety needs, and crash histories. Also, the distance between the edge of the through traveled lane and the beginning of the 1V:3H slope should influence the recovery area provided at the toe of slope. While the application may be limited by several factors, the foreslope parameters that may enter into determining a maximum desirable recovery area are illustrated in Figure 3-2. A 10-ft recovery area at the toe of slope should be provided for all traversable, non recoverable fill slopes.
- c) For roadways with low volumes it may not be practical to apply even the minimum values found in Table 3-1. Refer to Chapter 12 for additional considerations for low volume roadways and Chapter 10 for additional guidance for urban applications.
- d) When design speeds are greater than the values provided, the designer may provide clear-zone distances greater than those shown in Table 3-1.

Figure 5 Slope Limits and Path Width – Segment E



## Additional Path Improvement Considerations

In addition to evaluating path widening opportunities, the project team evaluated the feasibility of increasing the horizontal separation from VT 127, and opportunities to replace chain link fence with railing more in line with shared use path design standards and best practices.

### Increased Highway / Shared Use Path Separation Feasibility

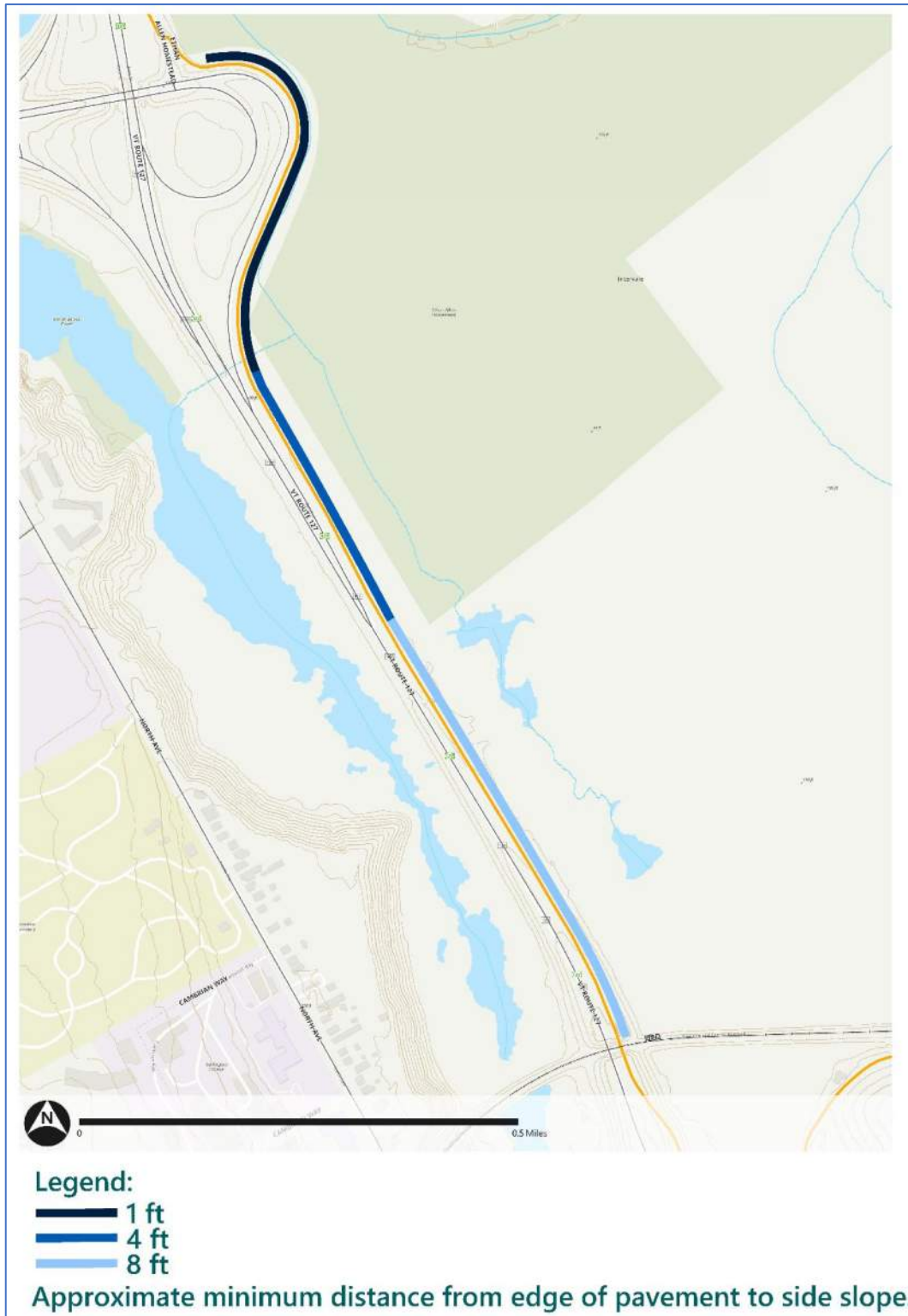
As mentioned above, greater distance between path users and vehicle traffic on VT 127 is desirable to improve user comfort and safety. All areas of VT 127 that do not meet the minimum separation from the path suggested in Table 1 have guardrail present on the eastern edge of pavement. However, crash damage to existing chain link fencing on the west and east sides of the path was observed in the field, indicating that at least one vehicular crash has reached the path. Each path segment was assessed to identify opportunities for increasing separation between the path and adjacent roadways.

In Segment D, the Homestead Access Road has a maximum separation of 14 feet from the path near its southern end, before narrowing to five feet where it diverges from the path. A secondary access road continues along the path with a greenbelt width of five to six feet for the remainder of Segment D. These constraints would make it difficult to move the path a significant distance further from VT 127. However, there is already guardrail present along the east side of VT 127 where it is closest to the path, and existing trees and vegetation between the roadway and path increase the perceived separation for path users.

In the straightaway area of Segment C, the existing chain link fence to the west of the path maintains only the minimum 30 feet of clear distance from the VT 127 travelway (Table 1, above). There are no trees between the path and roadway in this area, and no guardrail present along VT 127, making the path feel less protected in this area than in other segments. While there is still a slight grade separation between the path and the wetlands to the east in Segment C, the change in elevation is much lower and more gradual than in segment E. The southern half of the segment generally has eight feet or more of additional space between the edge of pavement and the top of the slope that could be used to move the path further from VT 127 (see **Figure 6**). While the shallower slope would make regrading easier in areas where the path might be moved beyond the edge of the existing side slope, this could also increase the path's encroachment into areas designated as Class II Wetlands by the Vermont Significant Wetland Inventory (VSWI). The southern end of the path in this segment would also need to be realigned with its existing layout to meet the pedestrian bridge over the railroad tracks leading into Segment B if the path is shifted eastward.

Beyond the pedestrian railroad bridge, Segment B flairs away from VT 127 before curving northeast to meet Segment A. Moving or widening the path in this area is not recommended.

Figure 6 Slope Limits – Segment C



### Opportunity for Fence Removal / Replacement with Railing

Most of the path currently has fencing on one or both sides due to its proximity to VT 127 to the west or hazards in the natural terrain to the east. Although much of this fencing is required due to the proximity of the limited access highway or the lack of sufficient recovery distance adjacent to the shared use path, changes may be made to the type of barrier used or its specific placement to enhance the path's comfort and aesthetics.

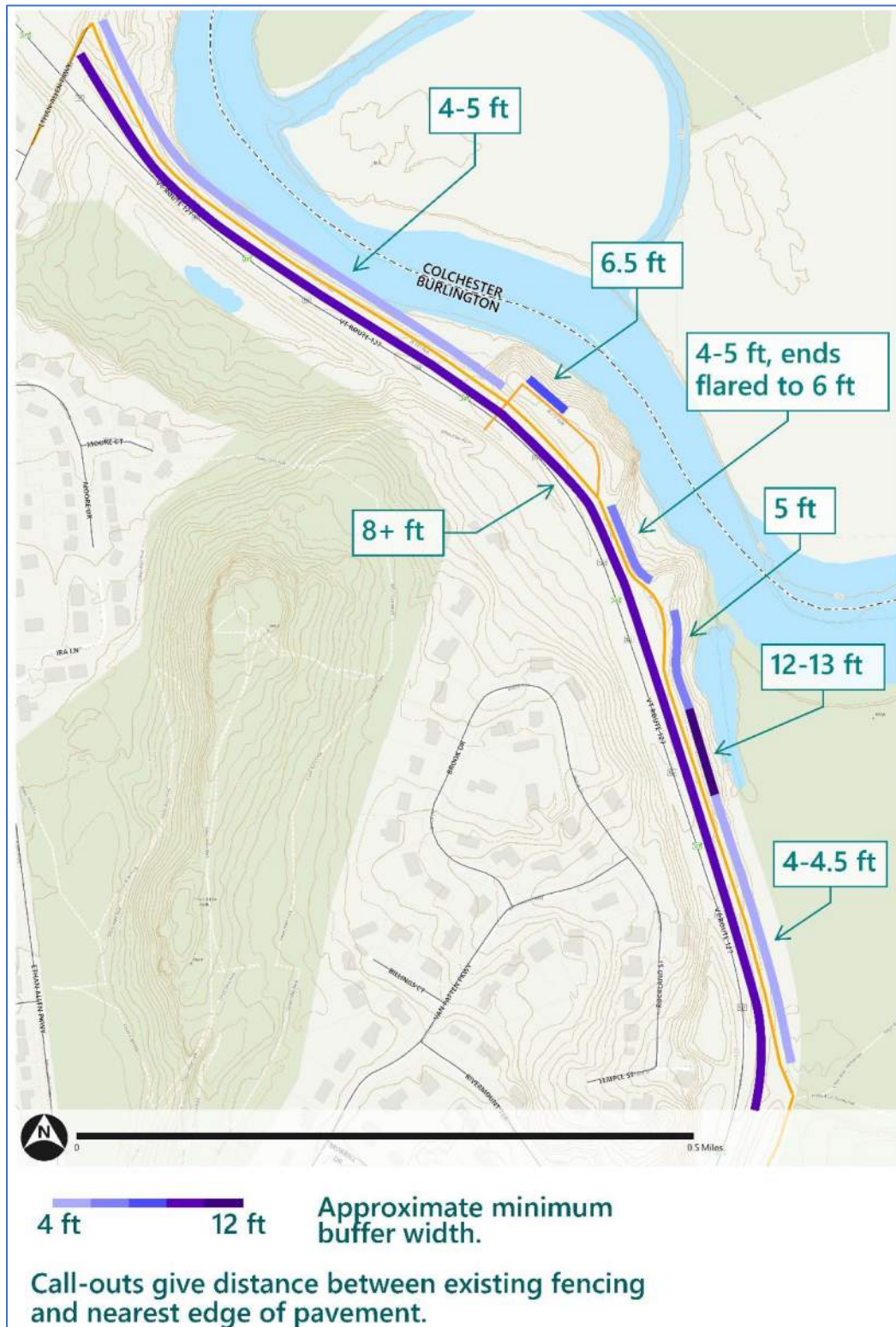
Most of the existing fencing is chain link, though there are areas of wooden fencing or railed bridges and boardwalks. The entire western side of the path is fenced where it runs parallel to VT 127, with fencing on the eastern side appearing more sporadically. There are many sections of fencing with visible damage from age/wear, vegetation overgrowth, or motor vehicle crashes (see **Appendix I** for a visual inventory of existing fencing).

Existing fencing is generally present on the east side of the path wherever it is adjacent to a steep downward slope. Where measured, this fencing maintains a minimum 3 feet of buffer space from the edge of pavement (excepting bridges and boardwalks), meeting VTrans standards. **Figure 7** shows existing recovery areas between the path and fence in Segment E.

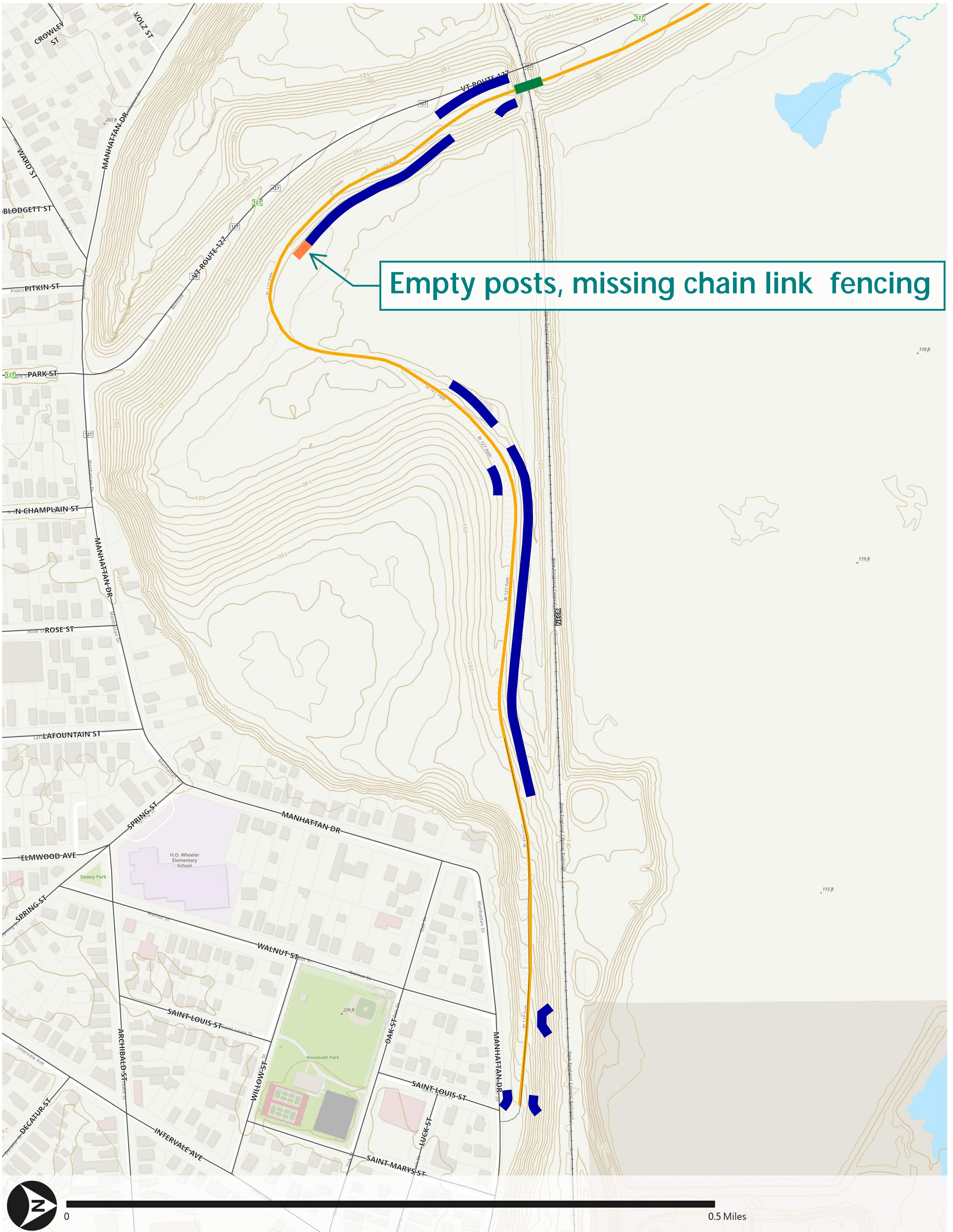
Because VT 127 is a limited-access highway, fencing is recommended between the highway and path to prevent intrusions of pedestrians/cyclists, maintenance vehicles, or other potential path users onto the highway. Paths within a narrow corridor between two fences for long distances are not desirable; where fencing is needed on both sides of the path, as much space should be given between them as possible. The type of fence selected for a limited access highway should generally be "cost-effective yet best suited to the specific adjacent land use," according to the AASHTO *Policy on Geometric Design of Highways and Streets*. Where a barrier is needed to protect path users from steep slopes or other hazards, a 42-54" high wooden railing is more desirable than chain link fencing.

Existing chain link and wooden fencing could be replaced, where required, with an alternative more in line with the aesthetics and character of the path and connected amenities. A further analysis of fence placement on the eastern side of the path could also determine if there are areas of existing fencing that are not needed for path user safety and could be removed entirely.





Figure 7 Recovery Area – Segment E



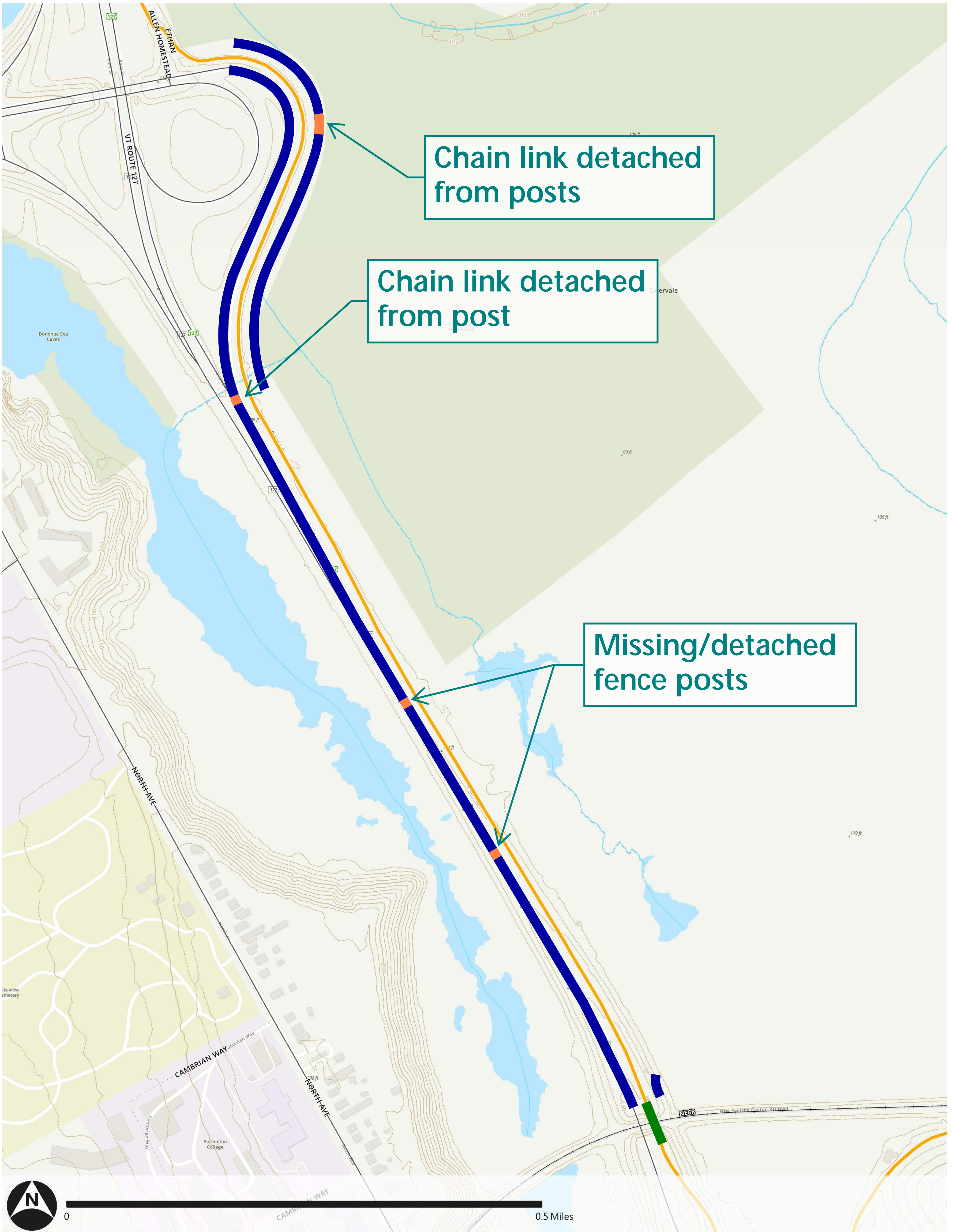
Segments A & B








Legend:

-  Chain Link Fence
-  Wooden Fence
-  Wooden Boardwalk with Railings
-  Bridge with Railings
-  Significant Damage

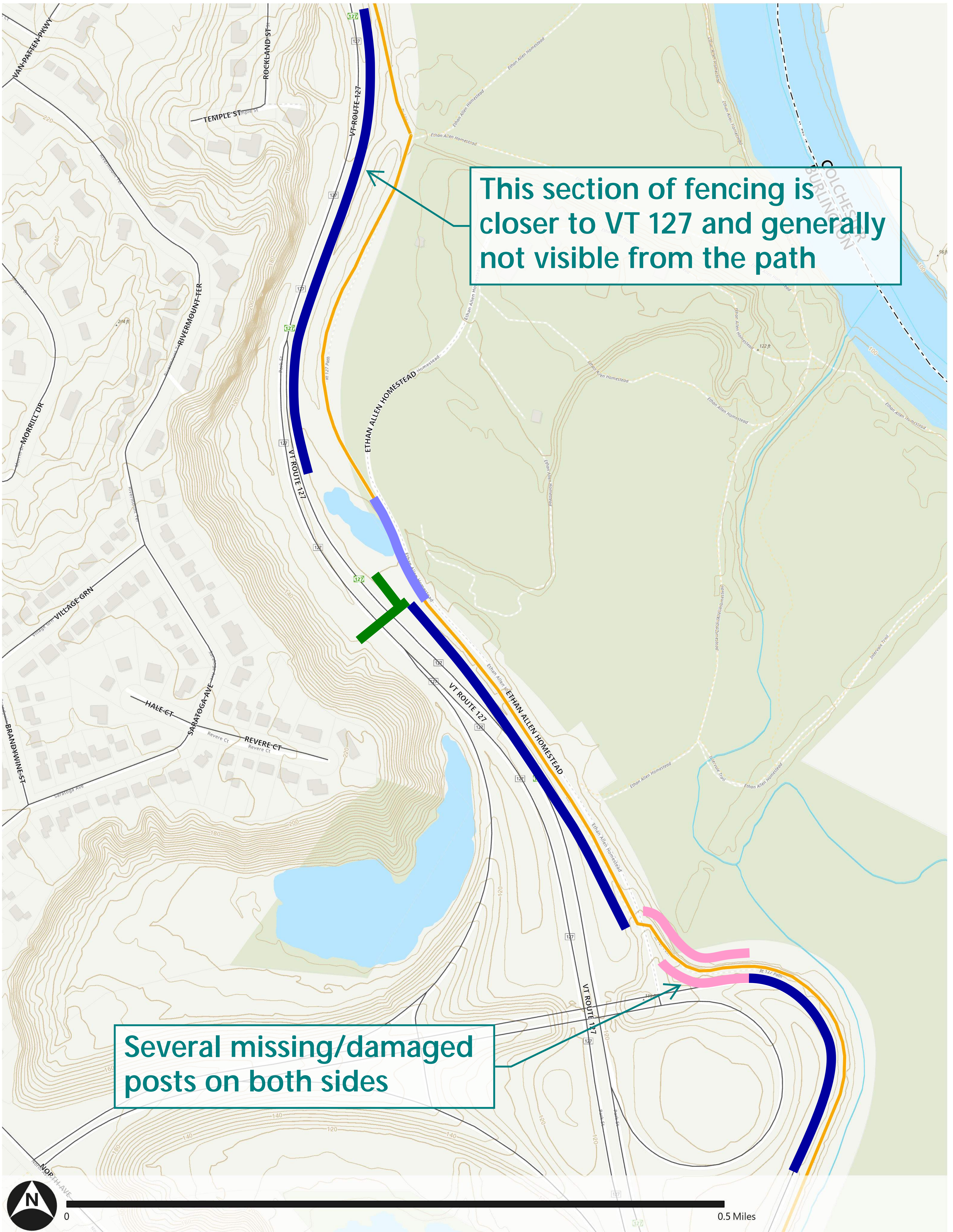
Segment C








Legend:

-  Chain Link Fence
-  Wooden Fence
-  Wooden Boardwalk with Railings
-  Bridge with Railings
-  Significant Damage

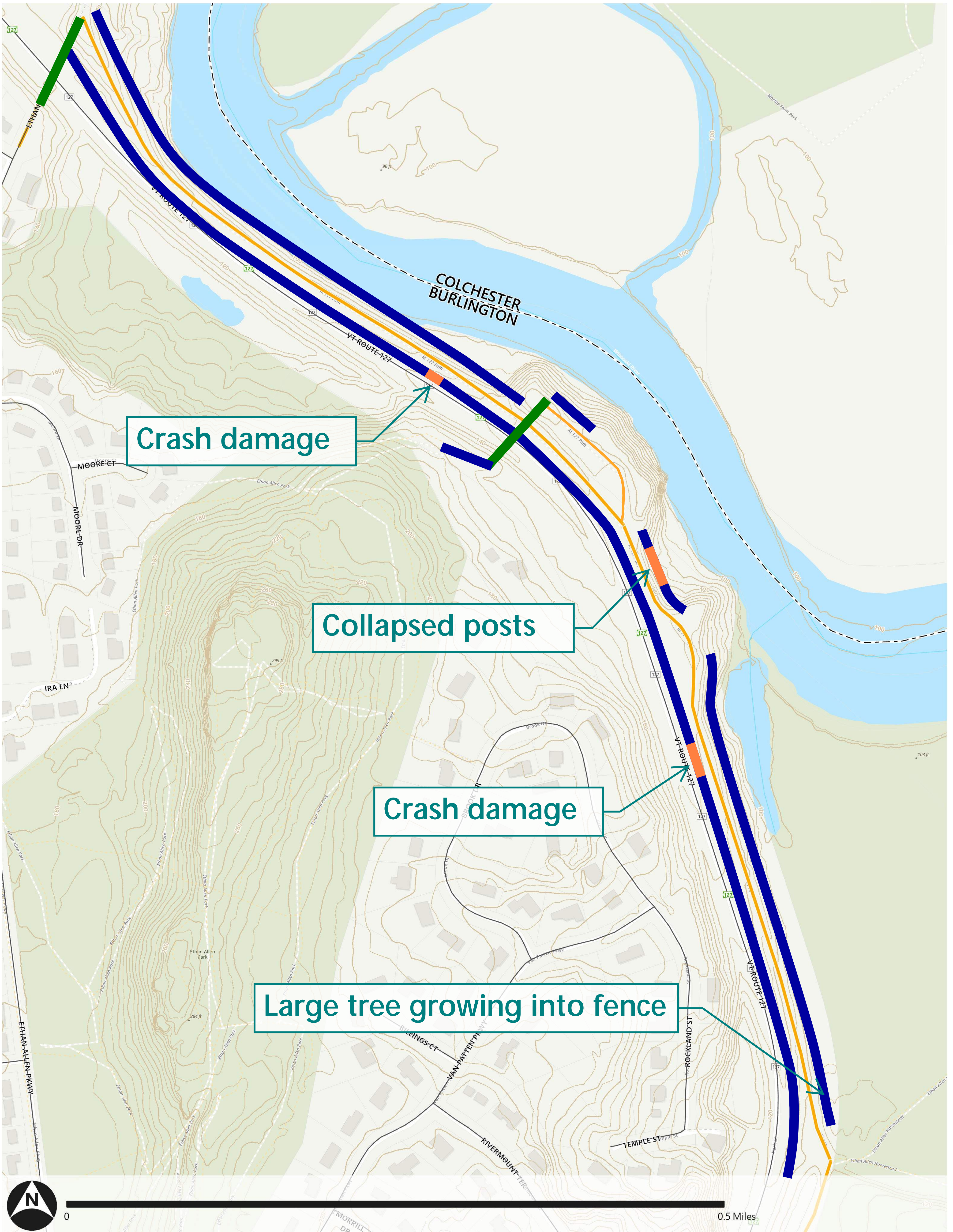
Segment D







Legend:

-  Chain Link Fence
-  Wooden Fence
-  Wooden Boardwalk with Railings
-  Bridge with Railings
-  Significant Damage

Segment E



Legend:

-  Chain Link Fence
-  Wooden Fence
-  Wooden Boardwalk with Railings
-  Bridge with Railings
-  Significant Damage



# F

## Public Involvement Plan

# Public Involvement Plan

## VT 127 Shared Use Path Scoping Study

City of Burlington, VT

### PREPARED FOR



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Burlington, VT 05401



#### **Chittenden County Regional Planning Commission**

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### PREPARED BY

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JANUARY 2025

## Table of Contents

<b>1 Public Involvement Plan</b> .....	<b>2</b>
1.1 Public Involvement Overview .....	2
1.2 Advisory Group .....	3
Purpose / Goal of Engagement .....	3
Group Members and Contacts .....	3
Engagement Schedule .....	3
Meeting Format .....	4
1.3 Stakeholder Interviews .....	4
Purpose / Goal of Engagement .....	4
Group Members and Contacts .....	4
Engagement Schedule .....	5
Meeting Format .....	5
1.4 Public Meetings .....	5
Meeting Outreach .....	5
Public Participation Meeting Format .....	6
1.6 Communications .....	7
Website and Electronic/ Print Media .....	7
1.7 Public Involvement Schedule .....	8



# 1

## Public Involvement Plan

The purpose of this Public Involvement Plan (PIP) is to foster effective communication, collaboration, and coordination with the City of Burlington and Chittenden County Regional Planning Commission in partnership with project stakeholders and the public to engage meaningfully throughout the plan development process. Our approach to public participation and stakeholder engagement will focus on being open, inclusive, and interactive—providing multiple opportunities throughout the process to engage with the project. The plan will detail proposed approaches to outreach and engagement.

### 1.1 Public Involvement Overview

Our approach towards public participation is designed to align with the [CCRPC's Public Participation Plan](#) guidelines and [Burlington DPW's Engagement Plan](#). Our team of outreach specialists envision a highly collaborative process with the Advisory Group that will lead to an evolving Public Involvement Plan to meet the demands of the project. The Plan is predicated on an effective public outreach campaign that involves the public early in the process and then supports a broad and inclusive outreach effort to develop the final plan.

The equity focus of this work will center engagement with underrepresented, underserved, disadvantaged, and/or overburdened populations, informed by the [City of Burlington's Resolution on Diversity and Equity Plan](#) and Racial Equity Toolkit. The plan will detail proposed approaches to outreach and engagement inclusive of residents that speak languages other than English at home.

## 1.2 Advisory Group

VHB will participate in regular meetings throughout the course of the project with a Project Advisory Group which will be comprised of stakeholders from across the city. The Advisory Group is expected to provide high level comments and detailed technical input as the plan evolves over time. The approach allows the project team to be nimble in response to input from the community and continue to progress towards a preferred alternative. VHB will provide meeting agendas and notes to document the discussion and action items from these critical touch points.

### Purpose / Goal of Engagement

The goal of the Advisory Group is to support the preferred alternative development process as project ambassadors, with roles including examining materials produced by the project team, liaising with community groups, soliciting input from community members, building community buy in regarding safety, and reviewing outcomes and recommendations. Members of the Project Advisory Group are expected to represent their constituents or organizational bodies they represent and provide ongoing updates to them as the project progresses.

### Group Members and Contacts

VHB will collaborate with the City and CCRPC to identify representatives to form an engaged Advisory Group, including representation from:

- › Burlington Department of Public Works | Laura Wheelock
- › Burlington Department of Public Works Commission | Chris Damiani
- › Burlington Parks, Recreation, Waterfront | Jon Adams-Kollitz
- › Burlington Parks, Recreation, Waterfront Commission | Nate Lantieri
- › Ward 2 Neighborhood Planning Assemblies | Charlie Giannoni
- › Ward 7 Neighborhood Planning Assemblies | Alex Melville
- › Burlington Walk Bike Council | Jack Evans
- › Winooski Valley Parks Department | Nick Warner
- › Vermont Clean Cities Coalition | Peggy O'Neill- Vivanco
- › Vermont Clean Cities Coalition | Gabrielle Rainville

### Engagement Schedule

The Advisory Group will meet with the Project Team regularly to provide guidance and feedback on the project progress. The series of up to four (4) meetings are anticipated to start in December 2024 and continue through July 2025. Advisory Group meetings will typically be held in-person during work hours. A virtual option can be offered to accommodate those that cannot meet in person.

## Meeting Format

At each meeting, VHB staff will facilitate discussion and, in most cases, have a slide presentation to provide visual examples of path alternatives, public input, and other updates on the work effort. VHB will be responsible for the meeting agenda, slide presentation, handouts, and meeting notes.

# 1.3 Stakeholder Interviews

## Purpose / Goal of Engagement

The Stakeholder Interviews will target meaningful engagement with communities and individuals that may not otherwise engage with the plan development process. The overarching goal is to foster a culture of transportation safety with everyone. This means inclusive and equitable outreach and engagement.

## Group Members and Contacts

The targeted communities for such Stakeholder Interview discussions will evolve based on input from the Advisory Group. A tentative list of organizations that may serve as a starting place for these conversations includes:

- Trusted Community Voices <https://www.burlingtonvt.gov/CEDO/TrustedCommunityVoices>
- Association of Africans Living in VT (AALV) <https://www.aalv-vt.org/>
- VT New American Advisory Council (VNAAC) <https://www.vnaac.org/who-we-are>
- Richard Kemp Center <https://www.vtracialjusticealliance.org/2021/10/richard-kemp-center-in-burlington/>
- Boys and Girls Club <https://www.bandgclub.org/>
- Robert Miller Community and Recreation Center <https://enjoyburlington.com/place/miller-center/>
- Burlington School District <https://www.bsdt.org/>
- The Family Room <https://www.thefamilyroomvt.org>
- North End Food Pantry <https://northendfoodpantry.org>
- Vermont Center for Independent Living (VCIL) [Home - Vermont Center for Independent Living \(vcil.org\)](https://www.vcil.org/)
- Developmental Disabilities Housing Initiative (DDHI) [DDHI-About Us.pdf \(williston.vt.us\)](https://www.ddhi.vt.gov/DDHI-About-Us.pdf)
- Ethan Allen Homestead Museum <https://ethanallenhomestead.org>
- Winooski Valley Park District [WVDPD – Winooski Valley Park District](https://www.wvdpd.org/)
- Winooski Valley and Discovery Garden members <https://wvdpd.org/gardens/>
- Burlington Wildways <https://burlingtonwildways.org/>

- Burlington Forest Preschool <https://www.burlingtonforestpreschool.com/>
- North Avenue Alliance Church

There may be other organizations, gatherings, or spaces to target outreach and engagement, formally or informally. Spaces that house programs, provide for gathering or host recurring events for some of these communities include:

- Neighborhood Planning Assemblies
- Old North End Community Center
- Robert Miller Community Center
- Fletcher Free Library New North End Branch

Further connection will be sought out by attending farmers markets, school events, community centers, and other local gathering spaces.

## Engagement Schedule

The Stakeholder Interviews or targeted outreach and engagement will be conducted February through April 2025. It is anticipated that there will be multiple engagement points and events within this time period to build awareness and hear from these communities.

## Meeting Format

The meeting format for these communities may vary based on the needs of each community. There may be some spaces where informal conversations to build awareness and hear concerns are appropriate. There may be other events where a small group discussion with an interpreter is necessary. VHB will work with the CCRPC, BPRW, and BDPW to identify the slate of engagement opportunities and support material development for these conversations. It is assumed that CCRPC, BPRW, and BDPW will conduct the engagement with stakeholder interviews or targeted engagement events.

# 1.4 Public Meetings

VHB will work with CCRPC and City staff to host two (2) public participation meetings to gather feedback regarding existing condition issues and desired needs for improved safety and connectivity to VT 127 Shared Use Path. Additionally, there will be four (4) presentations to the TEUC, City Commissions (2), and City Council.

## Meeting Outreach

VHB will work with the CCRPC and the City of Burlington to identify a diverse list of stakeholders ranging from advocates, volunteers, parents, students, seniors, refugee advocates, commuters, walkers, bicyclists, people with disabilities, and others throughout Burlington. Outreach will be targeted to reach these different populations, utilizing both traditional and non-traditional means. For instance, Front Porch Forum posts leading up to the meeting will be issued across each of the neighborhoods in Burlington as a traditional means to alert residents to the participation opportunities. Trusted voices in some communities may be another avenue to get

the word out about engagement opportunities or a means to gather input from many voices and send a representative to engagement sessions.

## Public Participation Meeting Format

The meeting format can be flexible, but it is anticipated that these meetings will be more open house format to allow for engagement with materials and staff from VHB, CCRPC, and the City of Burlington. Depending on the necessary messaging, there may be a brief formal presentation of materials and orientation to the available interactive elements.

Upon the completion of each meeting, VHB will provide summary notes and highlight potential action items that may have arisen during the discussion.

## Local Concerns Meeting

An in-person meeting will be held early in the project process with outreach to project stakeholders and the broader community to establish the project background, existing conditions, and the project development process. The project team will seek input specifically on issues and opportunities related to the three key focal areas of the project—path widening and improvements, path connections in the vicinity of the “North Ave. Beaches” interchange, and safety enhancements.

## Draft Alternatives Presentation

An in-person meeting will be held following the development and evaluation of draft alternatives encompassing each of the project focal areas. The project team will seek to share the alternatives and evaluation in a concise and approachable format and to solicit input on the alternatives and preference or ranking of possible options from the community. The project team will seek a location in proximity to the path and potential path connections to make the meeting centrally located for project stakeholders and community users.

Additional engagements coordination with the CCRPC and BPRW will determine the other elements to these meetings that may be necessary, including the option to have real-time hybrid meeting capabilities or video recordings for viewers to watch following the engagement.

## Presentations to TEUC and City Council

**TEUC:** A presentation to the TEUC following preferred alternative refinement will include review of the alternatives analysis and AG recommendations for the study. VHB will prepare materials and present to the TEUC in collaboration with the CCRPC and BPRW.

**City Council:** The project team will seek to present the refined preferred alternative recommended by the AG and endorsed by the TEUC. VHB will prepare materials and provide support for presenting to City Council, soliciting the body’s endorsement of the preferred alternative.

## Other Commission Presentations

It is anticipated that presentations of the project materials and findings to other City bodies, including the Public Works or Parks Commission, may be required. VHB will support the material development for such presentations but will rely on the CCRPC and BPRW to facilitate these presentations and subsequent discussions in the public forum.

## 1.6 Communications

VHB recognizes the importance of engaging project stakeholders and the public in decision-making about public assets such as the VT 127 Shared Use Path, especially in regards to enhancing safety and improving connectivity to transportation, cultural, and recreational opportunities. As such, the team is versed in finding many avenues to reach a broad spectrum of perspectives and leverage both traditional and nontraditional methods in conducting outreach, sharing information, soliciting input, and engaging with the community.

For this effort, engagement and outreach will more specifically aim to:

- Alert project stakeholders, community neighborhoods, and the public about the project undertaking early in the process, new information and findings from the project as they are available, and engagement opportunities to interact with the project development process through a variety of methods (e.g., Front Porch Forum posts, Neighborhood Planning Association announcements, direct emails, path signage, neighborhood school newsletters, etc.)
- Target project stakeholders, nonprofit organizations, advocacy groups, businesses, neighborhood communities, and the public at large and curate approaches to meet the understanding and engagement opportunities for these different groups' perspectives. VHB is prepared to adapt approaches to meet particular groups' needs to generate meaningful information sharing and feedback opportunities. This will be particularly important in reaching those typically underrepresented, underserved, and/ or overburdened by our transportation system and their advocacy organizations, as well as reaching the full range of residents and visitors to the City and this area.
- Adapt outreach and engagement as needed to reach linguistically isolated communities and those that are traditionally underserved due to language barriers. For the purposes of this scope, VHB has assumed that the CCRPC and the City will assist in identifying needs and interpreting for these communities.
- Leverage the opportunity to reach targeted groups through compensation for contributions of time and feedback to the process. Stipends offer one adaptation to the engagement model by offering a means to reach those that have yet to engage in the process. One approach can be to engage broader audiences at appropriate project milestones, assess the range of involved individuals or groups represented, and identify groups or individuals that were not reached through engagement. Targeting those groups or individuals for small group sessions or other engagement opportunities that meet their needs (including where and when to engage) can be further incentivized through stipend offers.
- Engage with project stakeholders and the public through an early engagement opportunity by hosting path pop-up events where VHB, CCRPC, and BPRW staff will table along the path and ask for input from the public on activities, destinations, desire lines, and other information regarding issues and opportunities that will inform potential enhancements, improvements, and connections for the path.

### Website and Electronic/ Print Media

VHB will work in close coordination with the CCRPC and BPRW to curate the materials, information, and notices for a project website hosted by the CCRPC. It is anticipated that, at a

minimum, information posted to the website will include background on the project; public involvement opportunities, including meeting notices and notes; and links to provide input, feedback, questions, or comments about the project. It is assumed that VHB will support the creation of content and materials, with BPRW and the CCRPC responsible for the outreach and distribution to stakeholders and the community at large.

## 1.7 Public Involvement Schedule

The approximate 12-month project schedule below began with a virtual project kick-off meeting on October 8th, 2024. The Advisory Group meetings will be held every three months from December 2024 to July 2025 with up to four (4) meetings. Engagement with stakeholders will be most active from December 2024 to May 2025 with the following engagement target time periods:

- › Project Kickoff Meeting October 2024
- › Advisory Group Meeting #1 December 2024
- › Public Meeting #1 – Local Concerns Meeting January 2025
- › Advisory Group Meeting #2 February 2024
- › Stakeholder Interviews: February – April 2025
- › Public Meeting #2 – Alternatives Presentation May 2025
- › Advisory Group Meeting #3 Late May 2025
- › Advisory Group Meeting #4 July 2025
- › DPW Com / BRPW Com / TEUC / City Council Meetings September – October 2025

Submission of the draft final plan to City Council is anticipated for October of 2025, but the schedule is subject to change based on coordination with other City projects.

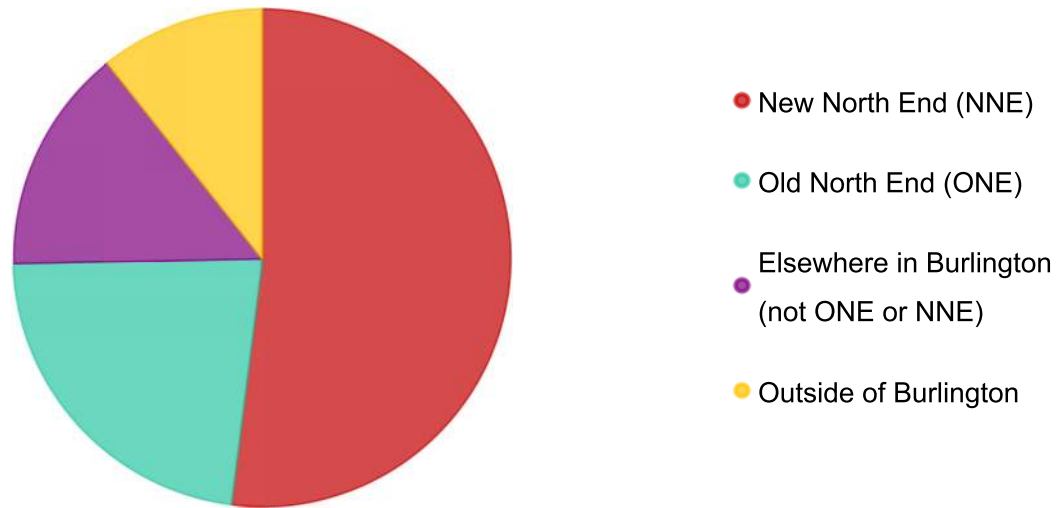


# G

## Public Survey Results

# VT 127 Shared Use Path Connection Study Public Survey

## Where do you live?



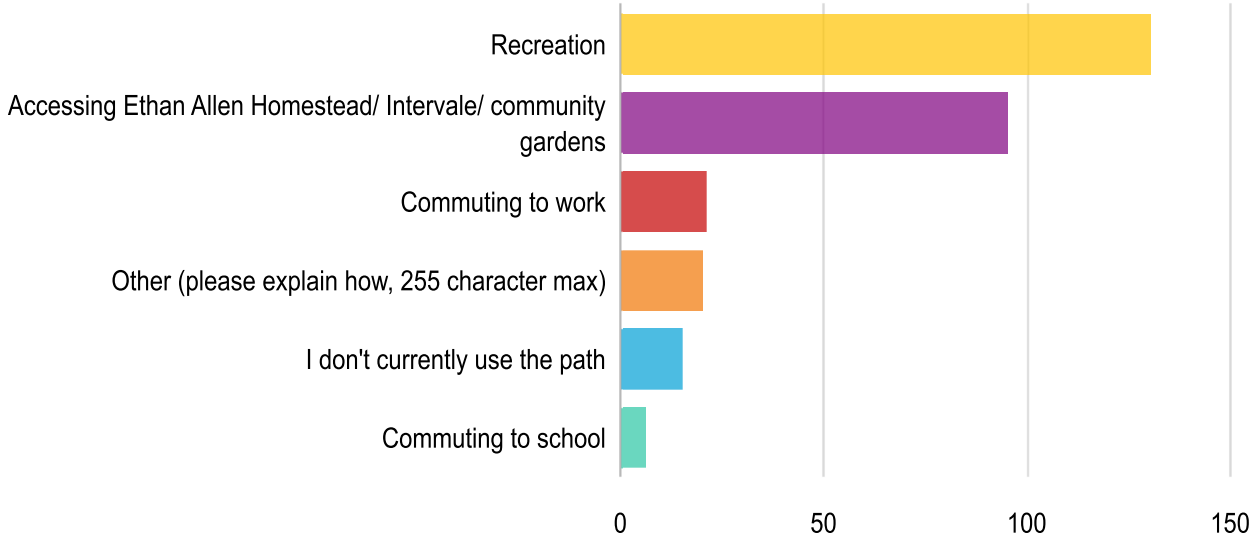
### Answers

### Count

### Percentage

New North End (NNE)	78	51.66%
Old North End (ONE)	34	22.52%
Elsewhere in Burlington (not ONE or NNE)	22	14.57%
Outside of Burlington	16	10.6%

How do you currently use the VT 127 Shared Use Path?



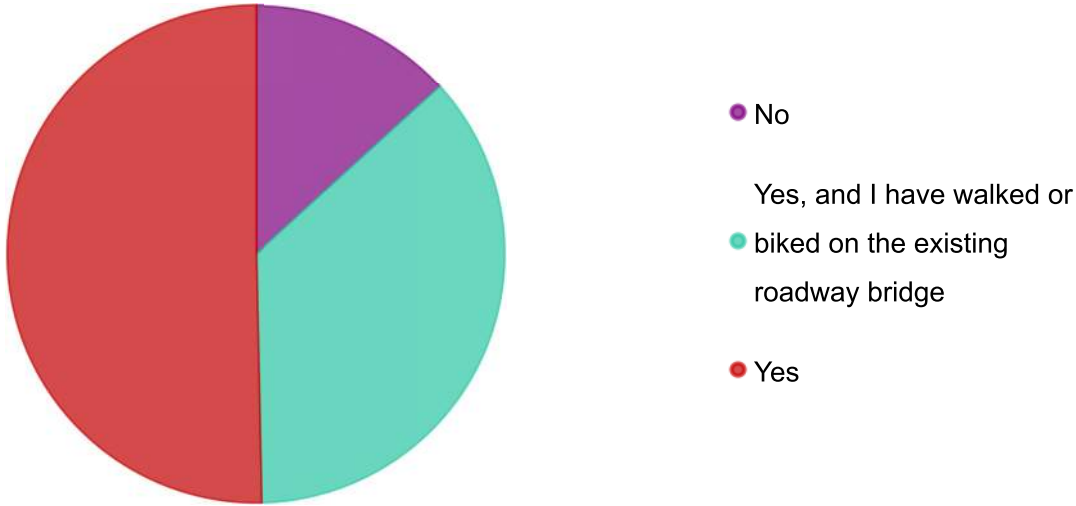
Answers

Count

Percentage

Answers	Count	Percentage
Recreation	130	86.09%
Accessing Ethan Allen Homestead/ Intervale/ community gardens	95	62.91%
Commuting to work	21	13.91%
Other (please explain how, 255 character max)	20	13.25%
I don't currently use the path	15	9.93%
Commuting to school	6	3.97%

Would you use a new walking and biking connection near the “North Ave Beaches...



Answers	Count	Percentage
No	20	13.25%
Yes, and I have walked or biked on the existing roadway bridge	55	36.42%
Yes	76	50.33%

What would you do to improve your experience or safety while using the path?



<p>What would I do or what do I think the city should do? I carry a cell phone, slow down around corners, use my bike bell, and have avoid the path when people experiencing homelessness camp next to it. The city could install an emergency call box near trailheads, get rid of the chainlink fence between the path and the road (so I could divert to the road if there is someone unsafe on the path), connect the path to Plattsburgh Ave -- further north -- so people can avoid the traffic on North Ave and use the path more instead, and cut plant overgrowth more regularly.</p>	1
<p>vegetation removal. bridge repairs. homeless camps removed</p>	1
<p>Tree roots create abrupt ridges in the pavement, with potential for a loss of steering control for bike riders on the descent (Southbound), a jolt for kids being towed or carried as passengers, and an unpleasant obstacle on the ascent (Northbound). Children on bikes are especially vulnerable if visiting the area and/or are unfamiliar with hazards along the path. These ridges run from edge to edge, so are unavoidable, especially the set located near the Ethan Allen Homestead. Secondly, the wood surface of the pedestrian bridge is treacherous when wet, especially the West end that is often in the shade and does not quickly dry out. Bike riders entering at that end are making a sharp left turn from a relatively long or steep descent. Thank you--</p>	1
<p>This is such a great idea!</p>	1
<p>This is not a survey as it is a question to approve only what presented. Singular actions almost always sound ideal when taken out of context of what could also be. RT127 is filled wetland south of proposed connection. Roadkill frequency shows wildlife passage / water exchange between two sides inadequate. Oversized culverts needed to create proper exchange / passage. Address in path plans now, so any renovations to RT127 will strive to match eco-stewardship efforts. A couple access points within NNE exist and proposed EAH connection is already accessible (as survey states). Instead, the lone south exit wraps north side of BTV landfill, poised for commute to Riverside Ave / Winooski. Why not also wrap west side landfill to end near N. Champlain / Park St? Steep, but so is current south exit and in era of e-bikes could be inconsequential to daily treks to / through downtown. Bikes should have same commuter convenience as cars and would help minimize cars within downtown core.</p>	1

<p>This is a part of a run circuit I use weekly. I regularly have to run on the median. This would be a big win for the area. Right now, the only alternative to connect with the island line or the western portion of the old north end is to continue out of the way on the 127 bike path and through the ONE. This would make the city much more bike/walk friendly!</p>	1
<p>This is a critical vehicle junction so even as a walker I would want vehicles to have the ability to get on and off without clogging traffic there. Also I would prefer there to be some sort of fencing or raised landscaping between the path and the road to make me feel safer.</p>	1
<p>The presence of homeless encampments and heavy drug abuse in the remote area make the path feel extremely unsafe.</p>	1
<p>The path needs to be resurfaced and the connection to North Ave near bhs would be VERY useful.</p>	1
<p>The overriding issue with the 127 bike path isn't creating a second access with the New North End, it's addressing the serious safety problems at the only access at the Old North End. I am a regular user of the path from the ONE and feel like I'm taking my life in my hands every time my kids and I access the path.</p>	1
<p>The fence needs to be maintained, it is not a reassuring feeling to see hundreds of feet of downed fence (and usually tire tracks leading up to it) and knowing that not only was that the only barrier between you and speeding vehicles, but that crashes happen often enough that the fence is never fully repaired. Having this additional access to the path would make many shorter running and biking routes available for me in the NNE.</p>	1
<p>The fence height near the jug handle is too high for the sharpness of the curve and the speed of bicycling. Also the vegetation could be better managed where the path crosses the road to the homestead. The wooden bridge has some loose boards, and the wooden bridge over the railway is definitely experiencing deck rotting. The pinch point at the 'split' where the gravel path to the north of the homestead is very tight and may need to be widened. Finally, that same spot floods in our (now annual) "100 year storm". And it generally needs resurfacing, specifically in the area north of the homestead, and by the jughandle</p>	1

The crossing at the vehicle entrance to the Ethan Allen Homestead is a little scary, especially coming from the south. Is there a way to get a light or beacon to alert cars that peds/bikes are crossing. There are also some sections of the path that feel very narrow.	1
The biggest reason I don't use this path more is that it doesn't have a closer exit to get to the beaches/connection to the waterfront bike path. Right now I use it most often to loop through the Intervale on long walks with my dog. A new connection to North Avenue would allow me bike to North Beach with much less time on the road with cars which would be huge. It would also help me avoid the very congested walking and biking area near the waterfront park. I think my overall usage would at least triple. My son will probably graduate before the new high school opens, but he would have used such a connection for a mostly car-traffic free commute to and from school.	1
Surface repair and signage	1
Stronger barriers between the car road and the bike path, so to not be hit by out-of-control cars	1
Stop spending money the tax payers dont have over stupid shit!!	1
slightly adjacent - but it would be great to account for wildlife safety. Current animal crossings from north avenue/arms forest to the homestead aren't safe for animals or drivers. Since animals are likely to also use new infrastructure it would be great to engineer it with that in mind. So glad you are doing this! This connection is much needed - I know more than one person who bikes down 127 to make the connection to the homestead path	1
Separate lane with barrier for pedestrian/bike traffic from cars. Speed mitigation measures for cars.	1
Right now there is nowhere to walk in that section to get to north Ave. Perhaps building a 2 way bike- pedestrian path separate from the high speed traffic on the north side of the exit from Homestead entrance gate to round church area. Similar to bike path separation on Hineburg Bridge.	1
Right now it doesn't seem to be very safe to travel on a bike from north avenue straight to Ethan Allen homestead with the lack of bicycle accessibility, a new shared path would be very helpful	1

Repave the path, it's in pretty terrible condition. Lighting would be amazing too!	1
Repave the path north of the Mackenzie park connection	1
Repair the sections the tree root affect sections	1
Repair the rough, dangerous pavement in several areas, especially the hill near the homestead	1
Repair the areas where the pavement is cracked or heaved by roots (banana bruisers!)	1
repair deteriorated/damaged fencing, repair pavement, improve connectivity to both NA and ONE locations.	1
Regulate e-bike speeds.	1
Reducing the speed limit along the roads next to the path. Lighting, the path should be useable night or day. Noise barriers between path and highway. Bike repair station at the entrance to the path. Make it easier to get to the path, that path connects along distance, but has few entry points, adding more entrances, with transitions and ramps that allows for entrance and exits and enough space for walking and cycling.	1
Reduce the median and create a designated bike/walk path with a safety barrier of som sort. Reduce speed of traffic exiting Northbound from 127	1
Protected bike lanes are always nice!	1
Physically separated/buffered shared-use path, not just buffered with striping due to high vehicle speeds on 127. RRFBs at the interchange ramps. Bike/ped friendly crossing at the VT-127/North Ave intersection, especially for bikes turning left off of North Ave onto 127. Maintenance of striping on North Ave.	1
Physically separated from cars! Connected to more separate path on North Ave!	1
Physical protection from cars, maintenance of the path so bikes can access it—making sure no broken glasses, piles of trash, etc are in the lane	1

Pay attention to all stop signs on the path	1
Pave and fence it; install pedestrian crossing with flashing lights.	1
Paths with barriers between bikes/pedestrians and cars are always appreciated. Also I feel it's safest if cars have stop signs at crossings rather than bikes.	1
Path quality is pretty low north of the homestead, some pretty dangerous bumps from tree roots pushing up. having a bridge would help make connections from greenway via Killarney to 127 path	1
Paint a center line. Post speed limits to encourage those with electric bikes to travel more slowly. Repair and open the suspension bridge direct access to EA Park. Install flashers at major road crossings, e.g. EA Homestead access road and ultimately North Avenue.	1
Obviously lighting on the path.	1
No, we don't need this. The money is better spent elsewhere.	1
N/A	1
Motion activated lights would improve night time safety and visibility.	1
more signage and stronger buffer between road and walkway	1
More plants on the road side of the path. Honestly it's pretty good right now, completely separate, mostly gets me where I need to go. Would cool for high school kids to be able to connect more easily	1
More lighting! More places to enter and exit the path (connections to trails, maybe?)	1
Minimum: a physical barrier / separate space for bikes. Painted lines & lanes giving bikes right of way. Consider reducing the driving area to 1 lane to make space for bikes / pedestrians. Ideally there would be a pedestrian bridge. There is a old bridge which seems like it used to connect to a Revere Ct. Would it be possible to open that up again?	1

Maybe a better barrier than just a fence? Such as a living wall of trees or shrubbery or the sort	1
Maximize connections and provide separate or well protected paths vs share-the-road alternatives. Sharing the road on heavily travelled or higher speed routes is unsafe.	1
Make it VERY PROTECTED from cars. I have experience standing at the 127 & North Ave intersection holding signs for elections as well as walking on North Ave with dogs from Hannafords to the High-school. That area is VERY SCARY/STRESSFUL area to walk as the sidewalks are so close to the road and cars go fast and don't pay attention to pedestrians or cyclists. As a driver, there IS a lot more going on as there are a lot of cars turning onto and off of North Ave. The cars coming off 127 are going VERY fast and NOT expecting pedestrians or cyclists to cross there. Drivers have tunnel vision and are NOT looking for pedestrians or cyclists. Honestly, my experiences with cars while I was walking from Hannafords to BHS/North Beach/Rock Point via North Ave were SO STRESSFUL and UNPLEASANT that I stopped walking that way. Now we only walk to North Beach and Rock Point 2-3 times a year (via the bike path) and we drive to the Homestead.	1
Make it clear how a non-motorized user is supposed to connect from the path to North Ave and the waterfront path. I'm excited to hear about this project because this spot always seemed like a really strange dead end. If the new path could be away from the noise and bustle of the road, that would be better.	1
Maintain a physical separation or barrier between the new walking/biking path and the roadway.	1
Look both ways and ride defensively.	1
Lighting in the lower elevation portion would make the path feel safer for all. I take group rides on this path and that section is brought up as an uncomfortable spot.	1
Leave dumpster near encampments to provide trash receptacle Portapotty is essential too and both of these are harder in the winter	1
It's great! It would be nice if half of it was plowed (like the Burlington bike path) so that commuters can use it more easily but there's still snow for snow sports.	1

It's a safe beautiful ride through Ethan Allen Park. Seriously how on earth is this up for discussion right now? Why is Burlington so dead set on spending money so irresponsibly?	1
Is there a bus stop near here? It would be great to make tge homestead more accessible to everyone	1
Integrate the existing "bridge to nowhere" That was originally meant for the bike path. It's within sight of this proposed path.	1
I'm very nervous walking all around that area, and I would hate to compete with bikes and cars!!	1
Ideally as many barriers between highway traffic and the path as possible. Would love more pedestrianized connections between Burlington and Winooski/Colchester	1
I WOULD: 1) Create more points of access along the path, fix broken bridge 2) Extend path further northward 3) Make the connections more useful for commuting as well as recreation COMMENT: The project website needs to be more organized and user-friendly for the average person. Links are not self-explanatory, or even dead. Part of the map, "STUDY AREA:" is missing. Map labeling is could be better--for example exactly what is a "clear zone"? <a href="https://www.ccrpcvt.org/our-work/transportation/current-projects/walk-bike/vt-127-shared-use-path-connection-study/">https://www.ccrpcvt.org/our-work/transportation/current-projects/walk-bike/vt-127-shared-use-path-connection-study/</a> Otherwise, good work so far and thank you for the opportunity to comment.	1
I would repave the path to remove root bumps, cracks, etc. The connection between North Avenue and the path is a must, it's such a safety concern and a matter of equitable access- I believe that the path would see dramatically more use with this connection especially for recreation, and would mean a lot less people walking/biking in the road. I think it would tremendous if the path could continue straight and connect to Manhattan Drive where the belt line currently ends. This is proposed in the circa 2015 walk bike plan and means cutting the huge dip by the manhattan landfill out of the commute- that section is difficult for bikers and a lot of unnecessary exercise to loose and make up all of that elevation. As much as I also like the idea of vehicular traffic protection, the closer connection to Manhattan Drive would be far more important to me. I love this path very much- a hidden gem in Burlington and a vital connection for someone like me who primarily gets around by bike.	1

I would love to see the "bridge to nowhere" used to connect Rte 127 bike path to North Ave.	1
I would love this proposal- a safe way to get from the 127 path to North Ave. Perhaps some extra lighting would be helpful. I am also extremely aware of the folks living near the path as you get diverge from 127. I do think there needs to be monitoring of that situation.	1
I use the beltline path because the lakefront path has become so crowded that I no longer enjoy biking there. If use levels on the beltline path increase to a similar level I would probably stop using it.	1
I use a handcycle which decreases visibility for cars so am hesitant to use shared lanes. Appreciate more choices for accessing ONE on bicycles and broadening travel path options.	1
I probably won't end up using this because I'll be taxed out of Burlington. This is a want, not a need. There are too many employees in Burlington building their careers with these pet projects financed with tax dollars. We don't need this! We can't afford this! It isn't a priority! Federal grants are taxpayer dollars! Stop it!	1
I feel very safe on the path - my only concerns have been people flying off 127 as there are frequently signs that that has happened, but I tell myself it's usually at night. As a driver I often see bikers trying to access North Ave by biking on the interchange from 127 so I think it would be great to have a safer way for them to do that.	1
I commute to work from the Saratoga Ave Village green neighborhood. It's just not safe to access the 127 path from the North Ave bike path and very much out of the way to access the connector from the park.	1
I bike through the area and see many people accessing the gardens at EA homestead in the summer. Having a safer path would benefit all.	1
Having a better barrier to the traffic on 127. Many vehicles have left the roadway and ended up on or close to the 127 path.	1
Have a segregated lane. Or utilize the bridge to know where.	1
Have a dedicated space for pedestrian traffic	1

Guard rail along the length of the belt line that is next to the path.	1
Get rid of the homeless encampments. This is unacceptable use of public land . This could possibly make for dangerous situations.	1
Flatten the peaked cracks that have been through various stages of being painted & filled but still rattle on e's bones in places. I have no desire to access North Ave from this section of the rec path because I'm out here for recreation, which means I'm not eager to get to a bike lane on a busy street, especially so early in my ride (I'm still pretty close to home at that point). I hope commuters weigh in with their perspectives! :)	1
Fix downed fences and potholes. Also: As a driver and biker, 127 should offer another exit closer to Riverside leading to and from Winooski, rather than having that traffic spill out through what could be a safer community around IAA & Roosevelt Park. I think that this could also integrate more biking infrastructure in tandem with any improvements being made. That section from N. Winooski to S. Champlain is a detour waiting for something more. Archibald St. and North St. should be a one way circular with parking and full bike lanes. Safety and prosperity for the ONE on my way to the NNE, yes please! But also protect the Intervale.	1
Enlarged ROW, protective safety elements like steel bollards and throughput filters, regular plowing and maintenance, protected access points.	1
Don't use. Very useless to me.	1
Crosswalk by intervals not marked well	1
Convert it to a long, narrow space for drug addict encampments.	1
Continue developing protected lanes for biking/walking that are physically protected in some way from roadway traffic. Thank you!	1
Connect it to North Ave along the southern Rt 127 on/off ramps!	1
Changing the speed limit on the beltline- although I use the path often in the summer it makes me nervous with cars going well over 55 mph. Thanks!	1

Cars frequently come off of the northbound 127 exit toward North Avenue at high speeds, and in the afternoon rush hour cars can often be backed up at the light trying to turn right onto North Avenue. With the addition of cars entering that portion of the road from the Ethan Allen Homestead exit as well as the southbound 127 exit to North Avenue, a shared use path there would have to be separate and protected to make it feasible.	1
Building an attractive, safe access point for bikes at the Beaches exit, with signage, landscaping, etc. would greatly improve how easy the 127 Path feels to use. As it is now, riding the ramp between the path and North Avenue feels borderline illegal... am I riding a highway ramp and should I be?!?... and unsafe—cars don't expect me to be there. Safety from the homeless population is another question. Last biking season I hesitated to use the 127 Path in the dark, where I wouldn't have before. But I persisted during the daytime (sometimes fearfully).	1
Bikers should slow down for walkers	1
Bike lane with barrier between road, since cars tend to be going fast there. Would be ideal to have existing path flow right into this new portion so there is no awkward transition, which will lessen potential for swerving into the road.	1
Better lighting and maintenance. Better way finding for the Ethan Allen entrance	1
Being able to safely get off the bike path onto North Ave would be amazing. I used to bike my toddler to his daycare on 127 and would often stop at the Homestead. I might have visited other places along North Ave if there had been an easy way to get off the path. "E-bikes" that look/sound/move like mopeds make the path less safe, but that's a problem everywhere.	1
Be mindful of the high rate of automobile speed on the belt line especially where there is little separation between it and the bike path.	1
Barriers to separate pedestrians from bikers, and bikers from cars.	1

<p>Areas of pavement are badly cracked and falling apart. Bumps from roots and there is often tree debris on the trail. A guardrail should be put along the 127 road to keep out of control vehicles from entering the path. This has happened more than once. Also homeless encampments and loitering on the hill / start of the trail in the New North discourage usage. In past years I was a daily user of this path but the bad surface conditions have stopped that. Would love to see this restored!</p>	1
<p>Anything that can be done to make the landscape and trees aesthetically pleasant while using it would be helpful, as would any measure to block the views and noise from 127 traffic. Otherwise just keeping some maintenance up too so not too bumpy for bikes!</p>	1
<p>Any connection to or from the existing path could use some physical separation from car traffic so biking/walking feels more safe. It would be helpful if the existing path had another exit onto Manhattan Dr closer to where 127 crosses Manhattan Dr.</p>	1
<p>adequate lighting on path, also feel way too close to the beltline at times A connection up to Colchester would be something I would use when I work there</p>	1
<p>Adding this connection to North Ave would make the path more useful for transportation for me instead of just recreation</p>	1
<p>Add lights to the 127 bike path.</p>	1
<p>A connection across 127 to north ave would make it easier to get to North Beach and Leddy Park. Currently I just take North Ave from the ONE, but it would be more safe from cars if there's was a bike path that took me most of the way. However, I have some safety concerns walking or running on the path related to the encampments next to the path closer to the trailhead and landfill. Those two issues combined make me more reluctant to walk or run on the path. If there's going to be a new bike and ped facility across 127, it would be nice for the path to feel safe in general in order to encourage more use of the path.</p>	1

Answered: 103 Skipped: 48



# H

## Public Meeting Materials

# The purpose of this study is to identify and evaluate alternatives for a new connection between North Ave and the VT 127 Shared Use Path.

Please share any thoughts you have about this desired connection (in blue) below.



# How do you currently use the VT 127 Shared Use Path?

Write your response on a post-it note and display in the shaded area below



# What would improve your experience or safety while using the VT 127 Shared Use Path?

Write your response on a post-it note and display in the shaded area below



# Would you use a new walking and biking connection near the “North Avenue Beaches” interchange?

Please use a sticker to vote in the area below or a post-it if you would like to expand upon why or why not

**Yes**

**No**

**Maybe**





# VT 127 Shared Use Path Scoping Study

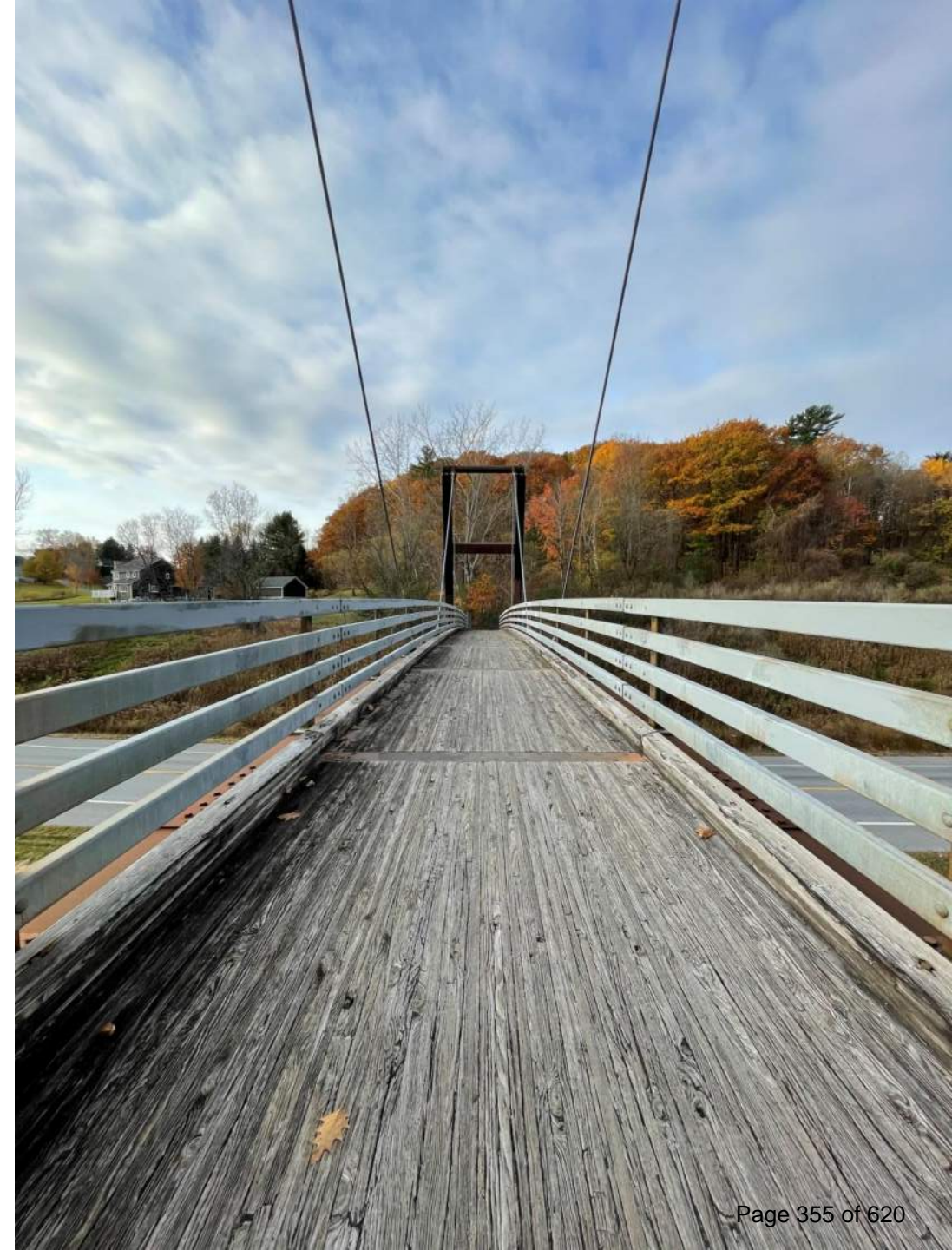
## Local Concerns Meeting

January 30, 2025



# Meeting Agenda

- Welcome + Introductions
- Project Schedule
- Project Background
- What We've Heard so Far...
- Next Steps
- Open Discussion





# 01 | Introductions

# Project Team



- Drew Gingras
- Elisabeth Sundberg
- Madison Coombs



- Sophie Sauvé
- Max Madalinski



- Jason Charest
- Eliana Fox



- Madeline Suender

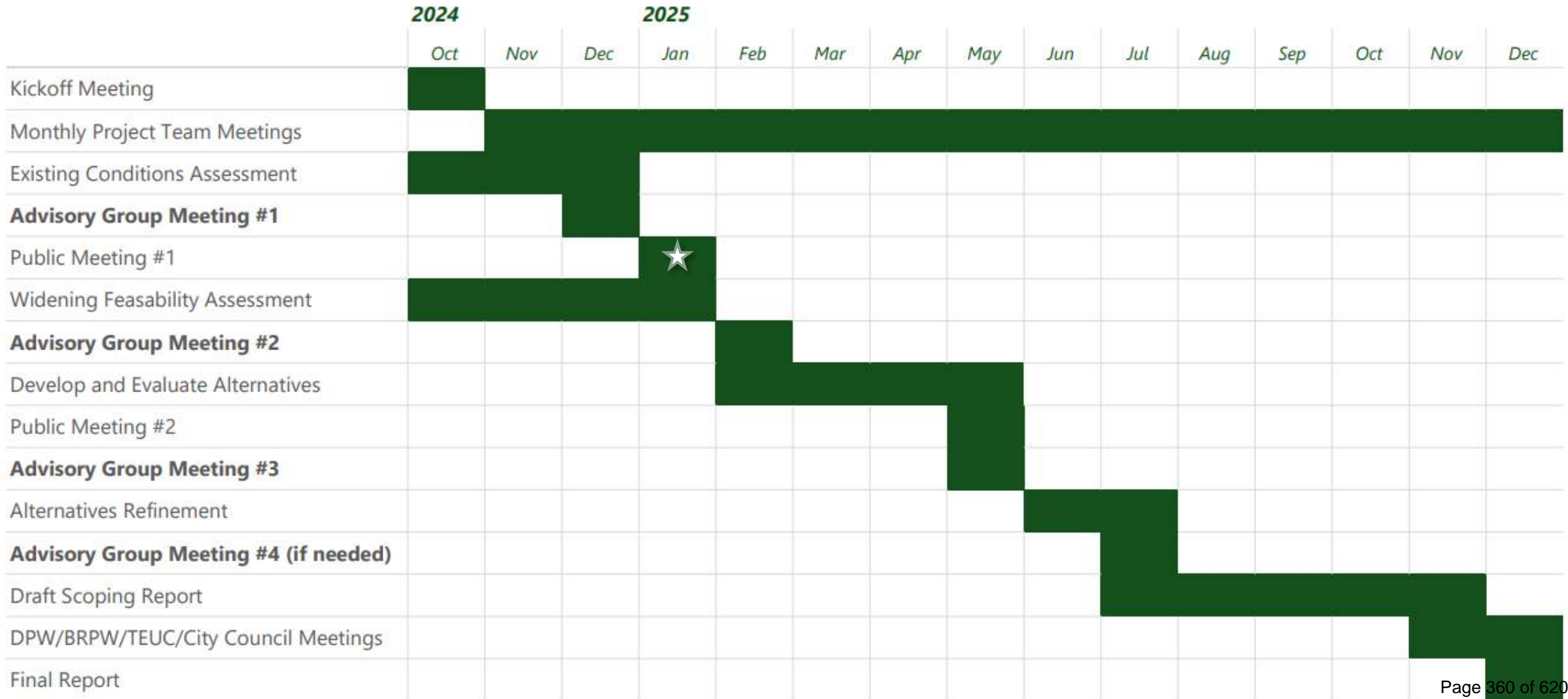
# Advisory Group (AG)

- Laura Wheelock | Burlington DPW
- Chris Damiani | DPW Commission
- Nate Lantieri | BPRW Commission
- Jon Adams-Kollitz | BPRW
- Peggy O'Neill-Vivanco & Gabrielle Rainville | VTCCC
- Charlie Giannoni | Ward 2 NPA
- Alex Melville | Ward 7 NPA
- Nick Warner | WVPD
- Jack Evans | BWBC



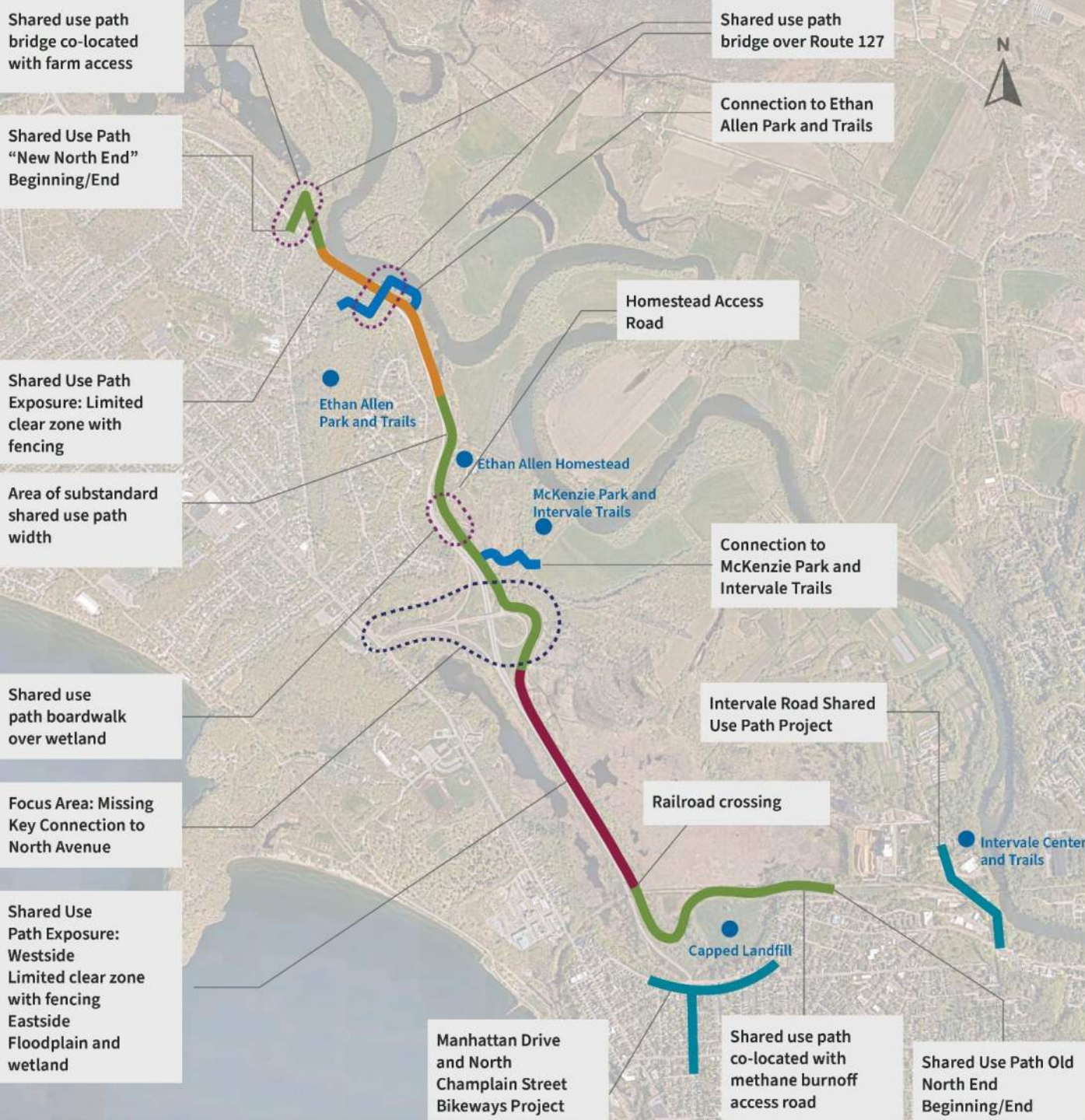
## 02 | Project Schedule

# Project Schedule

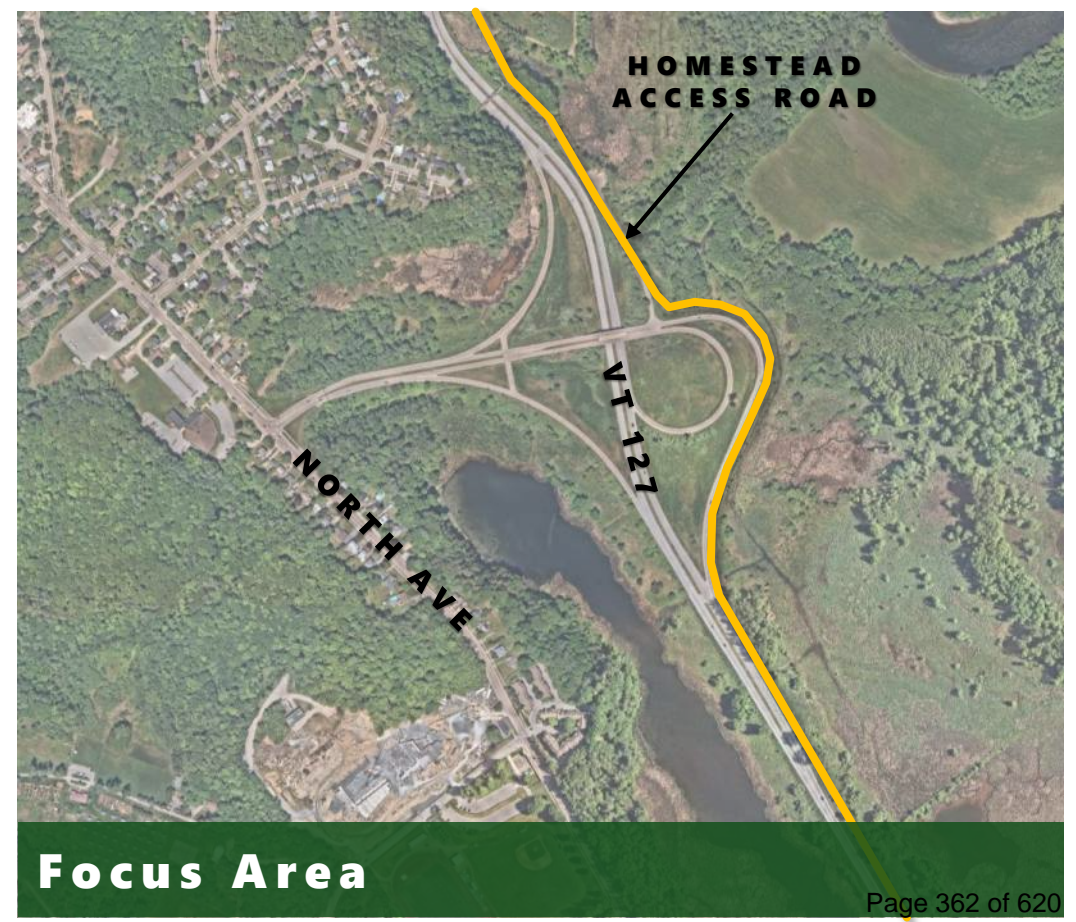




# 03 | Project Background

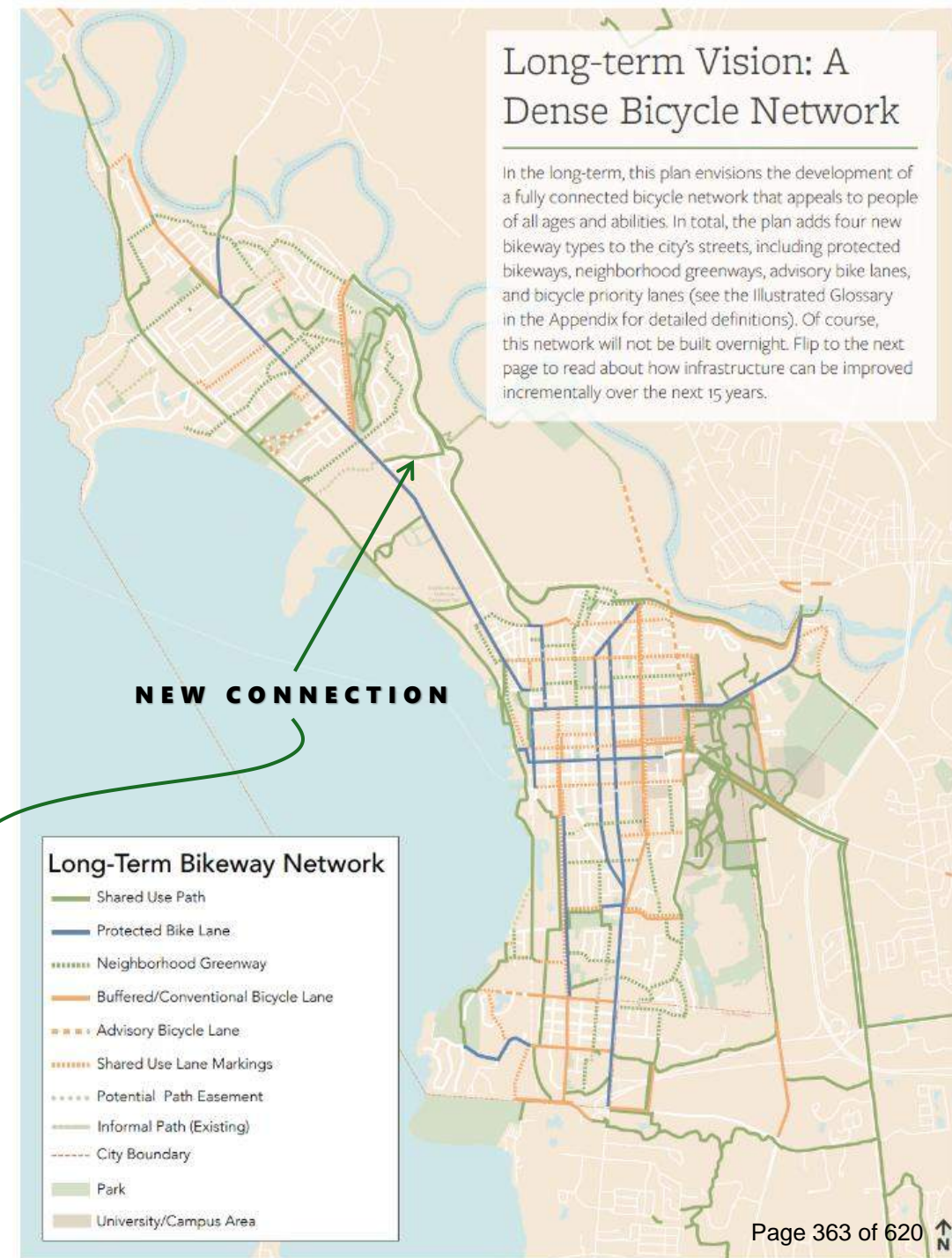


# Project Area



# planBTV Walk Bike Master Plan

- 2017 comprehensive plan for improving Burlington's pedestrian and bicycle network
- **Long-term vision includes new shared-use connection between North Ave and VT127 path**



# What is a Scoping Study?

- Develops detailed alternatives for the project area through extensive public engagement, analysis and evaluation.
- Critical planning step before moving into detailed design and seeking construction/grant funding.

# Highlights of a Scoping Study



Develop Purpose  
& Need  
Statement



Identify &  
Evaluate  
Alternatives



Engage Public &  
Stakeholders



Select Locally  
Preferred  
Alternatives



Develop Final  
Scoping Report

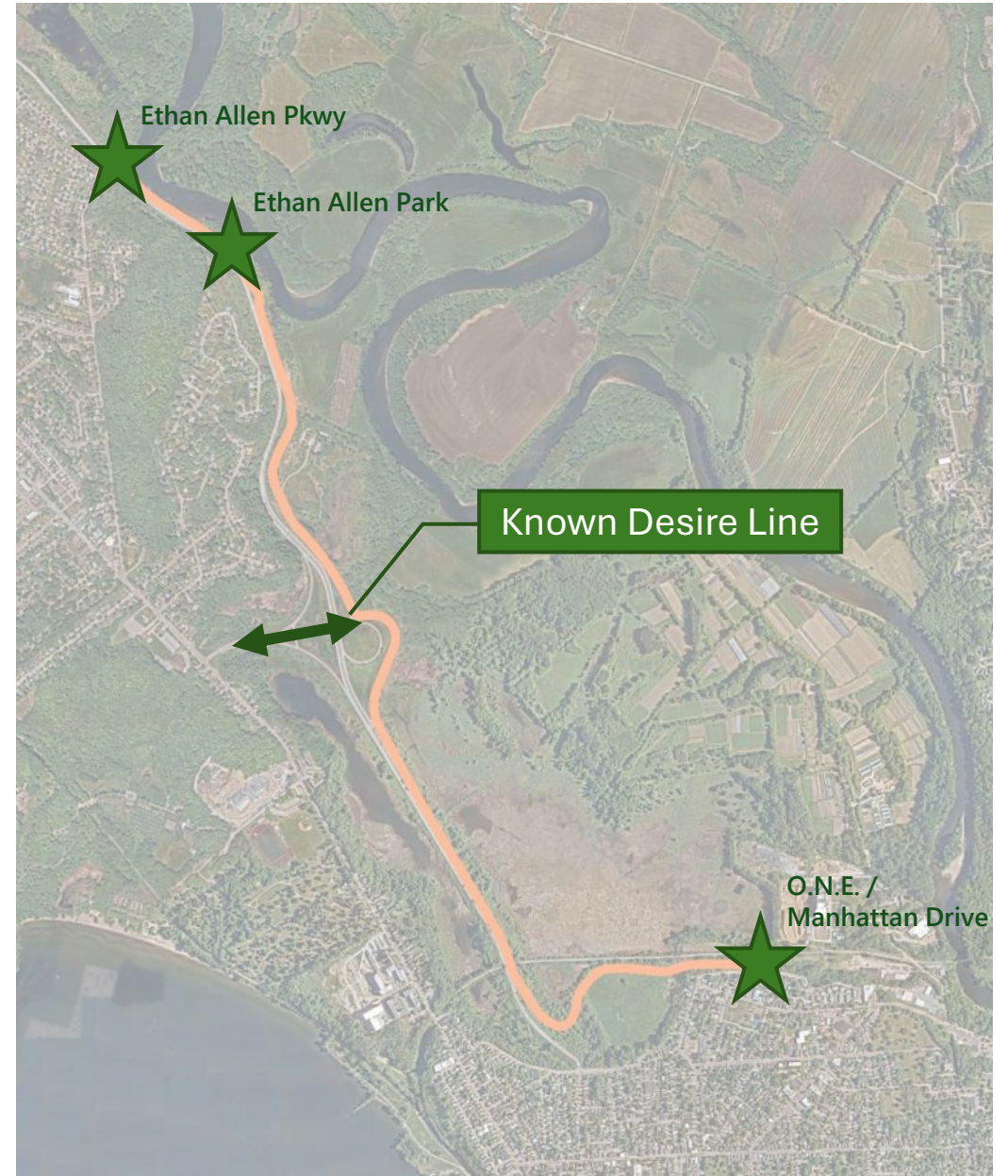
# This Scoping Study will...

- Develop and evaluate alternatives for a new connection between the VT 127 Shared Use Path and North Avenue (around the current “North Ave Beaches” interchange).
- Complete a safety assessment of the VT127 Shared Use Path relative to its proximity to VT127.
- Provide a feasibility assessment of widening the existing path (where it is currently <10’ wide).

# New Connection

- Distances between current path connection points:
  - 2.55 miles (13,500 feet)
  - 0.50 miles (2,600 feet)
- "Scoping Level" Alternatives, i.e. 3D visualizations will be developed
  - New bridge?
  - Reallocate space along existing bridge?
  - Other?

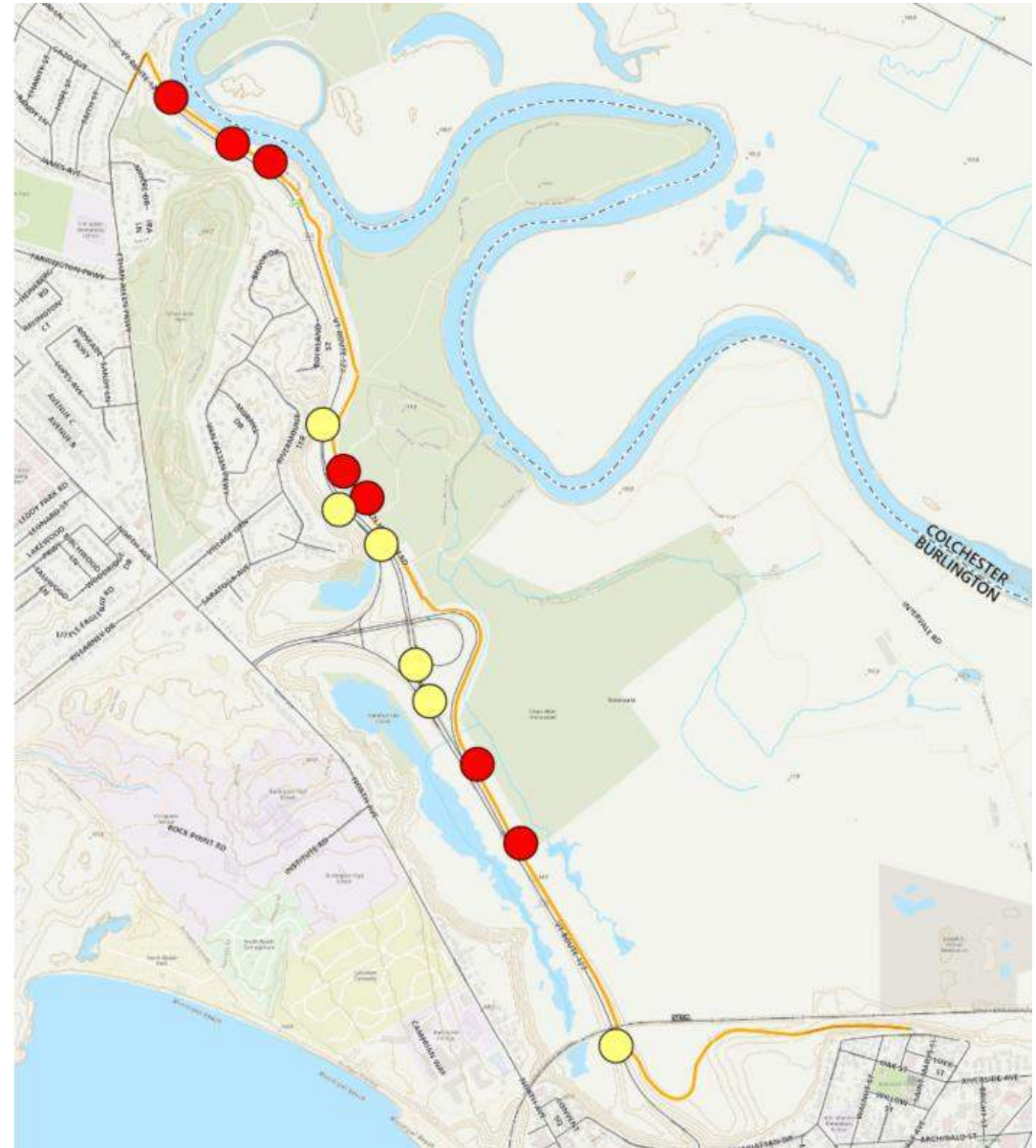
## Existing Connections



# Safety Assessment

- 5-Year Crash Data Review
- Identifying crashes along VT 127 relative to the shared use path
- Recommendations for crash mitigation will be provided in the Final Report.

## 2019 – 2024 Crash History

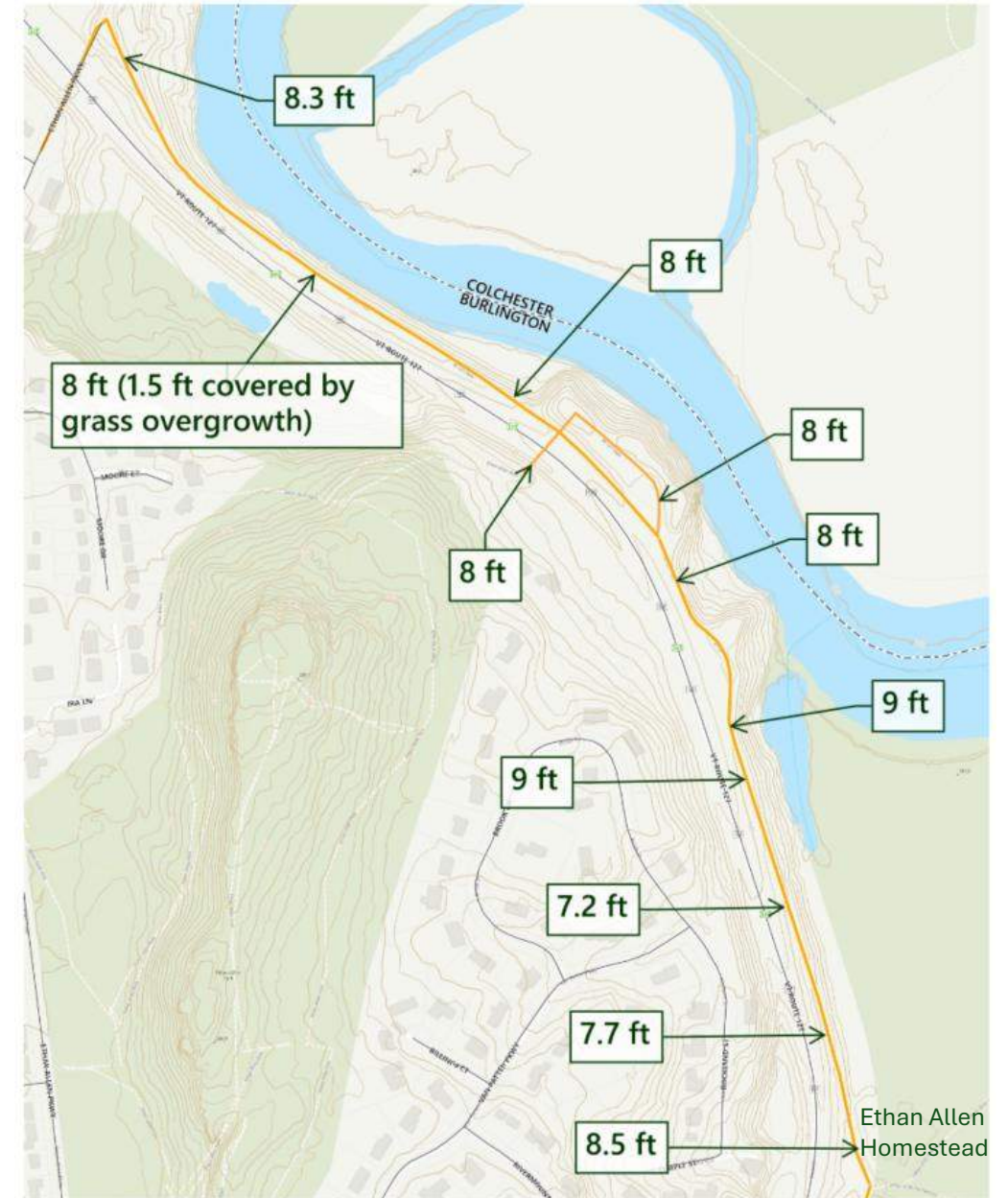


● Crash reaching path

● Guardrail crash

# Widening Feasibility

- The existing path is <10' wide north of the Ethan Allen Homestead
- A Feasibility Assessment will evaluate widening the path relative to potential impacts to existing resources
- Findings from the Safety Assessment will also be incorporated



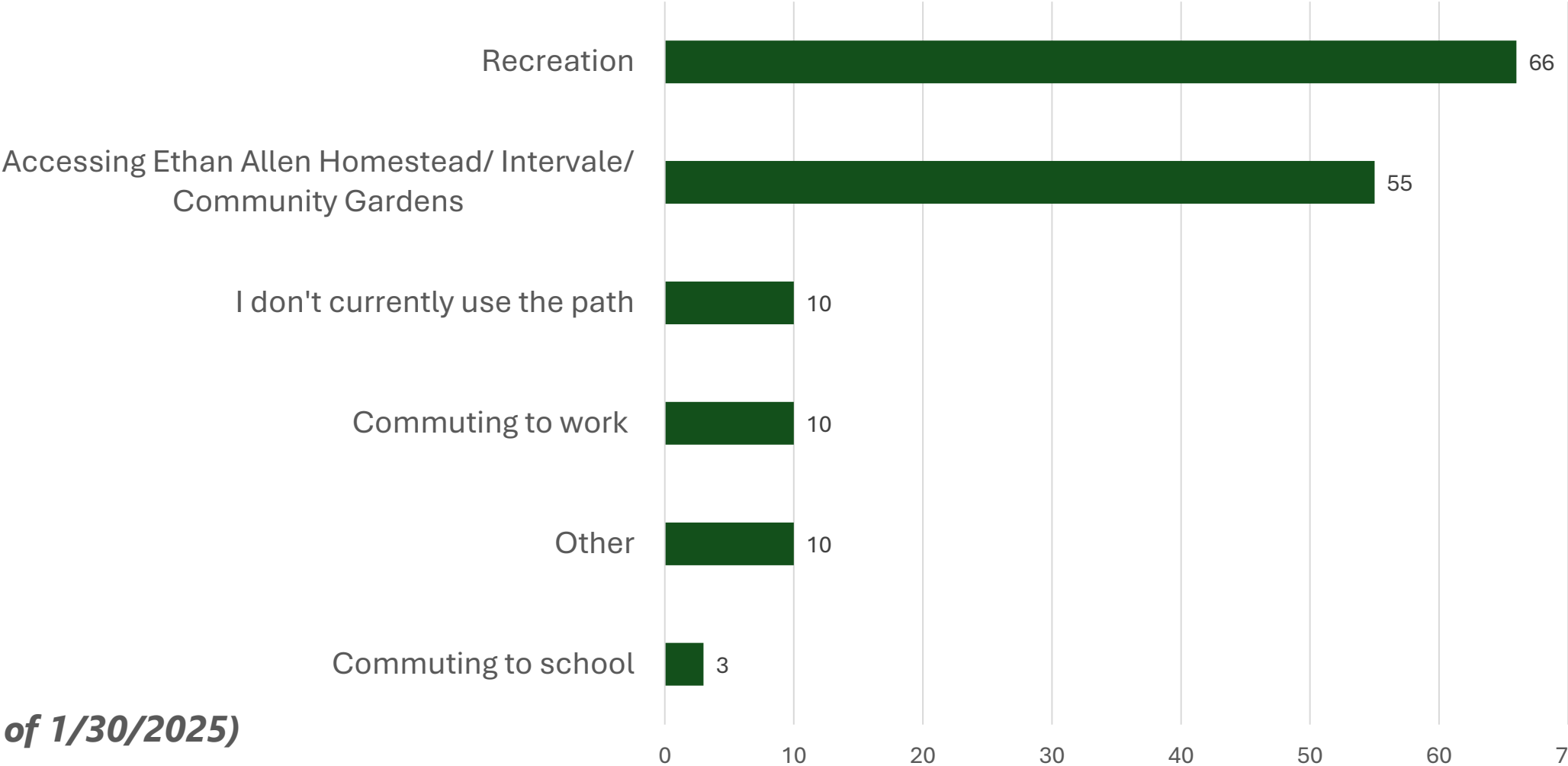
Measured path widths north of Homestead



## **04 | What We've heard so far...**

# What we've heard so far...

## How do you currently use the VT 127 Shared Use Path?



*(As of 1/30/2025)*

# What we've heard so far...

- 80% of respondents shared they would use a new connection at the North Ave Beaches Interchange
- Need better barriers along the path
- Would like to see improved lighting
- Would like to see the path repaved





# 05 | Next Steps



# Next Steps

- AG Meeting #2
- Develop Alternatives
- Public Meeting #2 – Alternatives Presentation (May 2025)
- Alternatives Refinement & Selection of a Preferred Alternative



# Ethan Allen Homestead



CLOSED AT DUSK  
NO OFF ROAD VEHICLES  
NO TRAPPING, NO GLASS  
NO HUNTING, NO SHOOTING



Winooski Valley Park District



www.wvpd.org 853-5744  
PRESERVING THE BEAUTY OF ITS SEVEN MEMBER COMMUNITIES

PETS MUST BE LEASHED  
HELP KEEP YOUR PARK CLEAN  
A CARRY IN, CARRY OUT AREA



# 06 | Open Discussion



**How do you use the path?**

**Would you use a new connection at the  
North Ave Beaches interchange?**

**How could a new connection best serve you  
and your community?**

**What would improve your experience or  
safety while using the path?**

# Stay in Touch!



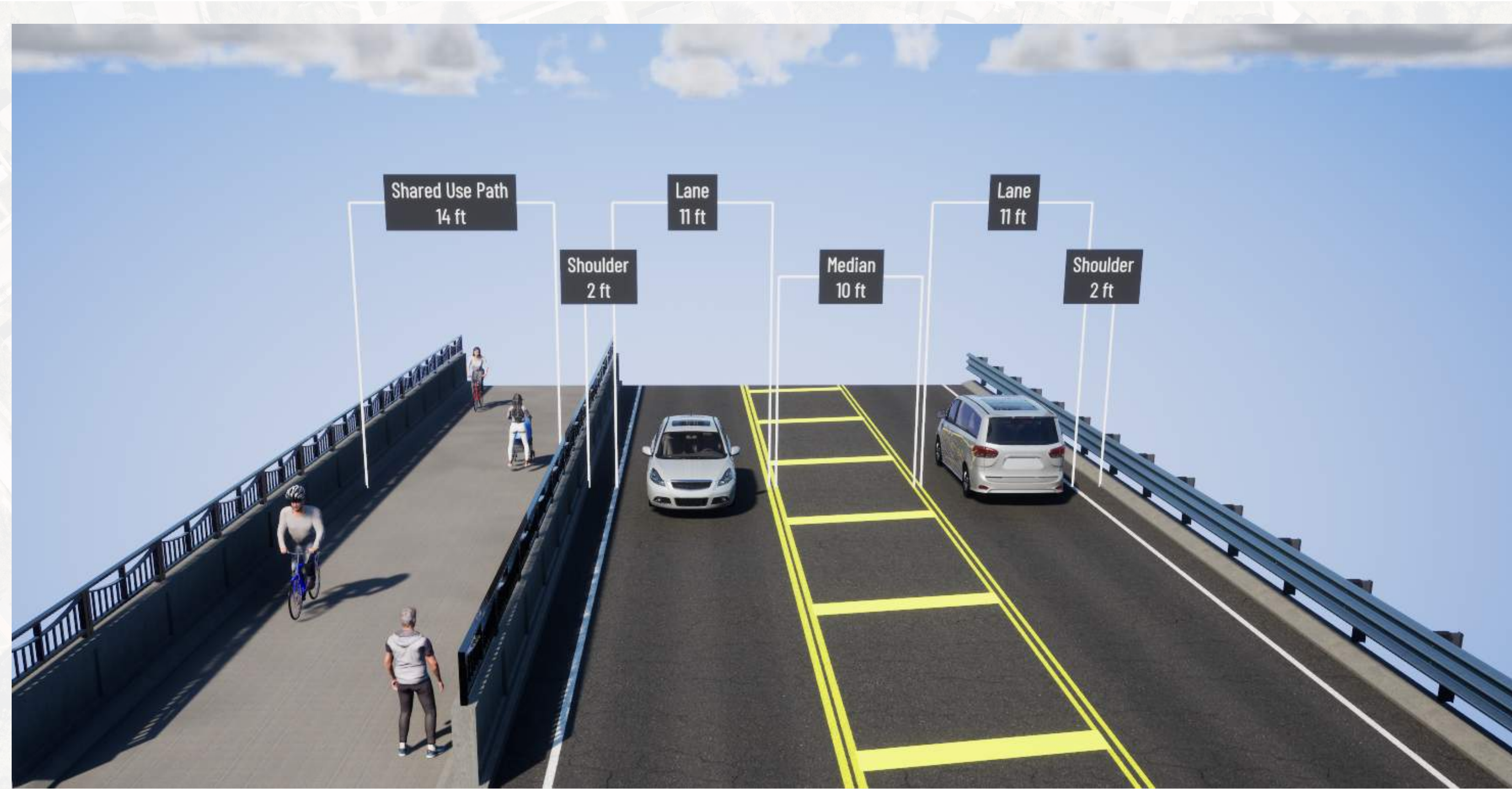
**Jason Charest**  
Senior Transportation Planning Engineer

802-861-0127  
[jcharest@ccrpcvt.org](mailto:jcharest@ccrpcvt.org)

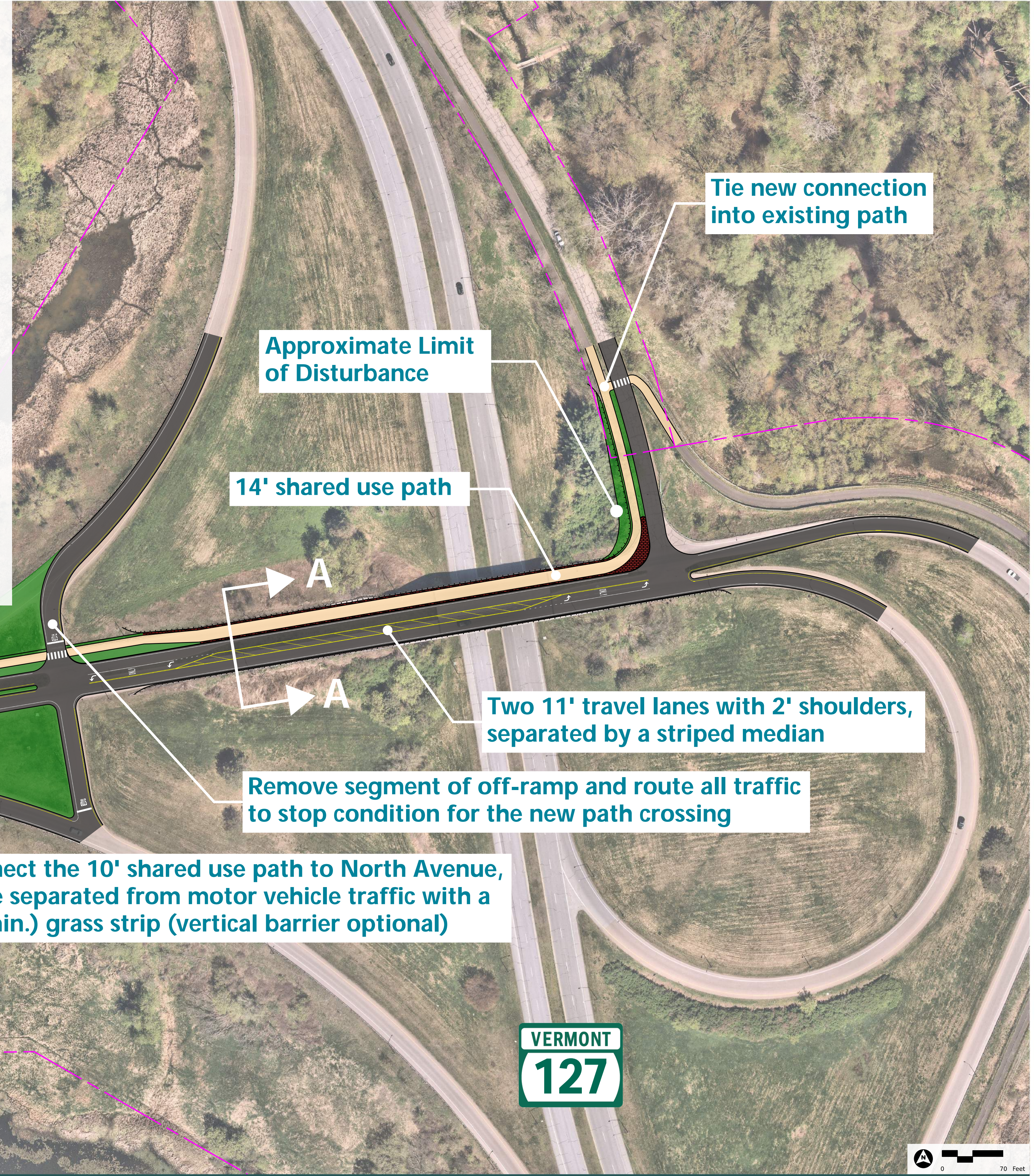


**Drew Gingras**  
Project Manager

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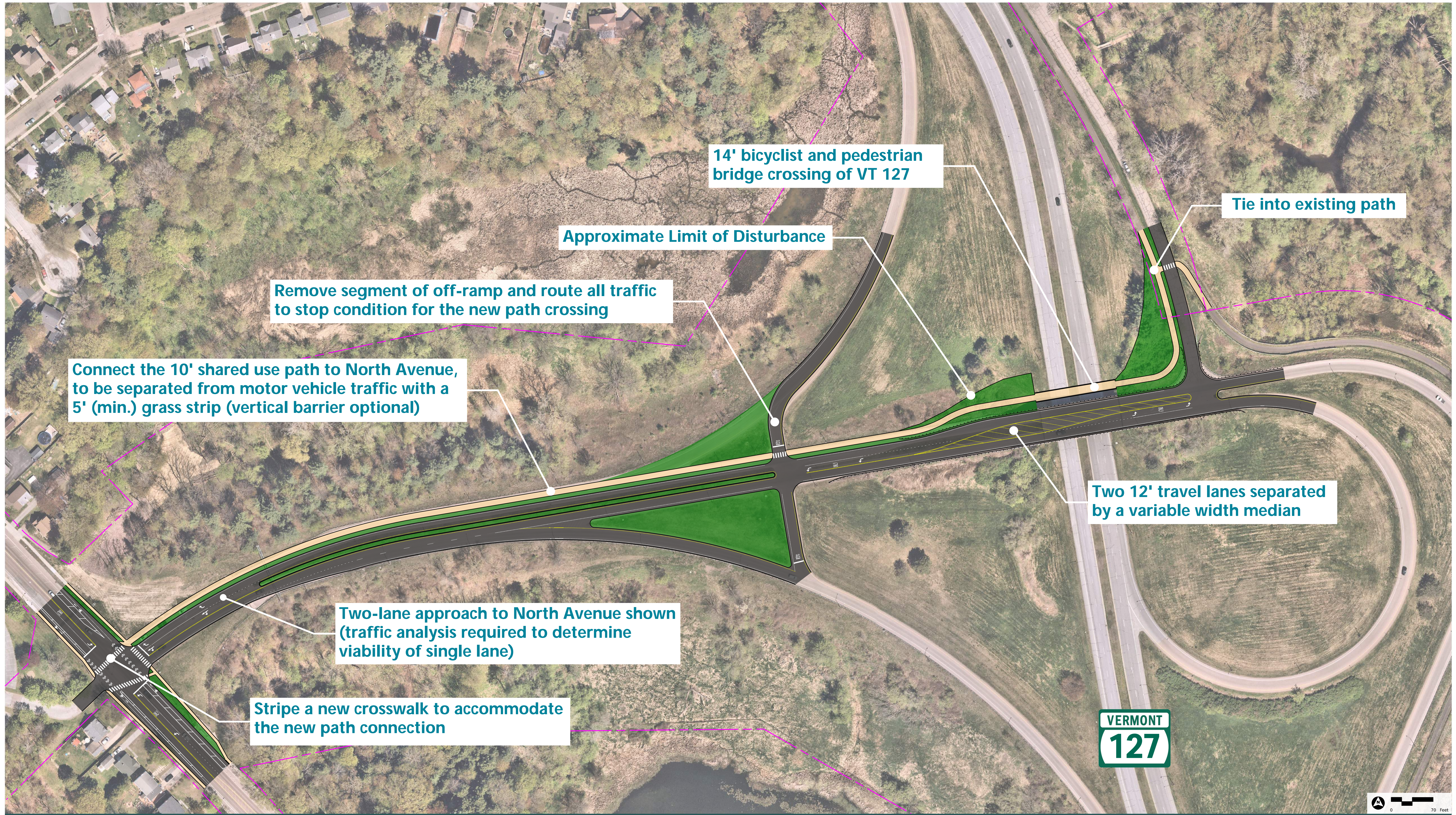
Conceptual Bridge Cross-Section (Section A-A)



# VT 127 Shared Use Path Connection Study

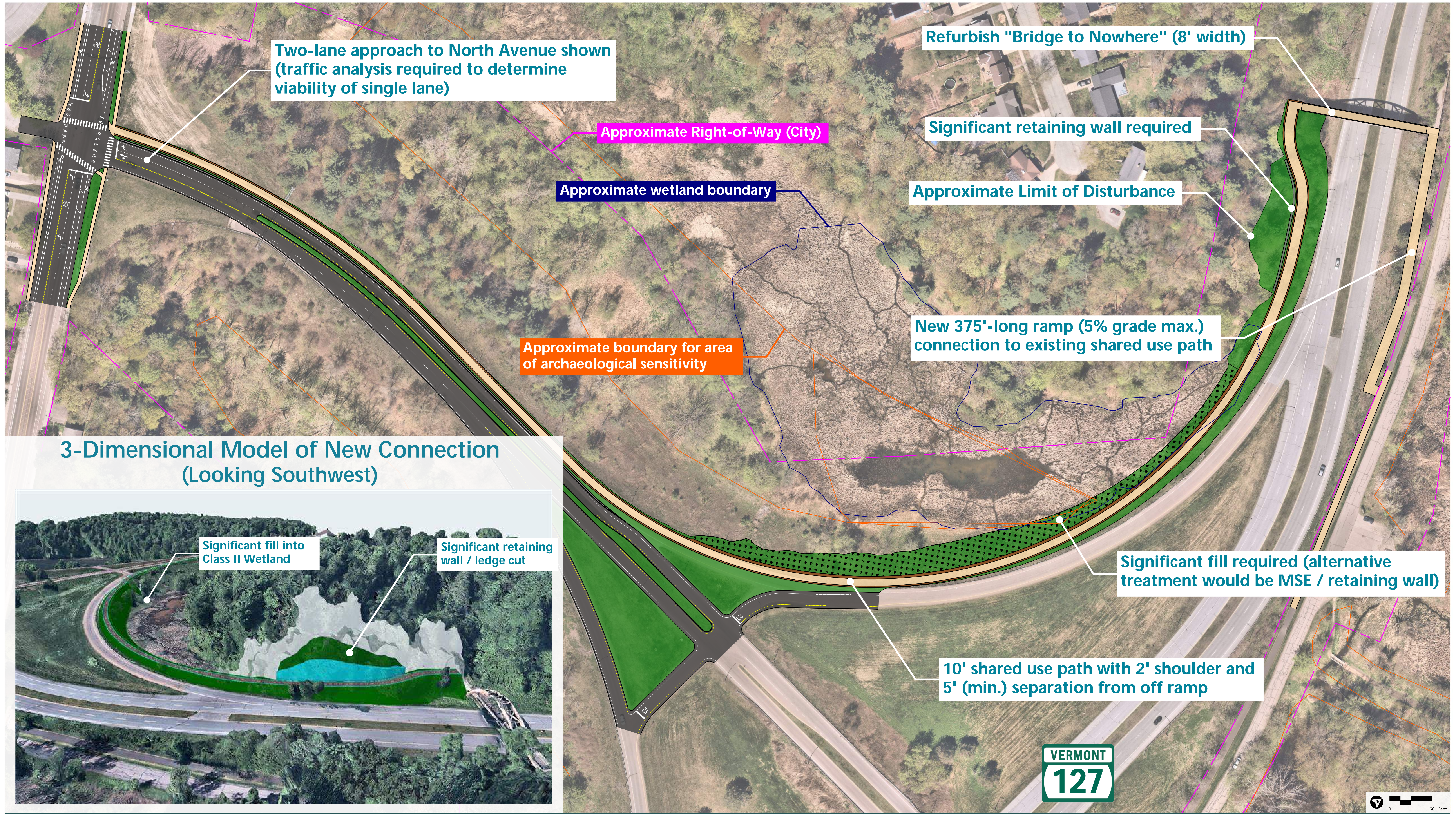
## Alternative 1 - Reallocate Existing Bridge Space





# VT 127 Shared Use Path Connection Study

## Alternative 2 - New Active Transportation Bridge



# VT 127 Shared Use Path Connection Study

## Alternative 3 - "Bridge to Nowhere"

Criteria	No Build	Alternative 1 Reallocation of Existing Bridge Space	Alternative 2 New Active Transportation Bridge	Alternative 3 "Bridge to Nowhere"
Expected Conceptual Cost (All In)	\$0	\$\$	\$\$\$\$	\$\$\$\$\$\$\$\$
<b>Purpose &amp; Need</b>				
Improve Safety and Comfort for All Users	No Change	Improved	Improved	Improved
Provide Better Connections	No Change	Improved	Improved	Improved*
<b>Impacts</b>				
Cultural (Archaeological & Historic)	-	No	No	Yes
Environmental / Natural Resources		No	No	Yes (Floodplains, Fish and Wildlife, Class II Wetlands)
Wetlands	-	No	No	Yes (14,350 SF, Class II)
Utilities	-	Minor	Minor	Major
New Impervious Surfaces	-	4,400 SF	9,500 SF	28,100 SF
Stormwater Accommodations	-	<0.5 AC	<0.5 AC	>0.5 AC, Treatment Req'd
Maintenance Requirements	-	Matches Existing	Significant	Very Significant
Constructability	-	Reasonable	Challenging	Very Challenging
Embodied Carbon**	-	330 MT CO <sub>2</sub> e	450 MT CO <sub>2</sub> e	500 MT CO <sub>2</sub> e

\* While Alternative 3 meets the "Provides Better Connections" Needs Statement, it's important to note that the length of this connection for path users is 2.5x longer when going to or from the south.

\*\* Life Cycle Stage A; Material Extraction and Manufacturing, Transportation, and Construction

Vote for your preferred alternative below with a sticker or post it note

Alternative 1	Alternative 2	Alternative 3

# VT 127 Shared Use Path Connection Study

## Comparative Alternative Evaluation





# Traffic Operations Analysis Results

Approach	No Build				Build			
	Delay	LOS	Queue	V/C	Delay	LOS	Queue	V/C
<b>AM Peak Hour</b>								
Overall	6.4	A			7.1	A		
North Ave, southbound	5.4	A	132	0.58	6.2	A	147	0.60
North Ave, northbound	8.4	A	134	0.39	8.4	A	124	0.40
Church Drive, eastbound	14.4	B	36	0.03	12.5	B	28	0.03
VT 127, westbound	7.1	A	96	0.55	8.5	A	106	0.56
<b>PM Peak Hour</b>								
Overall	22.2	C			25.4	C		
North Ave, southbound	14.1	B	217	0.68	22.2	C	279	0.99
North Ave, northbound	21.3	C	425	0.65	27.7	C	397	0.79
Church Drive, eastbound	63	E	44	0.05	37.9	D	36	0.06
VT 127, westbound	33.1	C	385	0.87	26.7	C	351	0.92

Delay = Average delay per vehicle in seconds

LOS = Level of Service (A-F)

Queue = 95th percentile queue length in feet

V/C = Volume to capacity ratio

Build scenario changes: Single lane approach on VT 127 westbound; added pedestrian phase for north leg of intersection and increased pedestrian calls per hour; eastbound and westbound approaches given a protected left turn phase

3: Performance by approach

---

Approach	SE	NW	NE	SW	All
Denied Del/Veh (s)	2.3	0.3	0.1	0.2	1.5
Total Del/Veh (s)	6.2	8.4	12.5	8.5	7.1

Total Network Performance

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Denied Del/Veh (s)	1.5
Total Del/Veh (s)	8.6

Intersection: 3:

Movement	SE	SE	NW	NW	NE	SW
Directions Served	L	TR	L	TR	LTR	LTR
Maximum Queue (ft)	183	148	34	147	54	128
Average Queue (ft)	79	57	5	66	5	66
95th Queue (ft)	147	121	24	124	28	106
Link Distance (ft)		774		1296	118	1126
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	300		100			
Storage Blk Time (%)				2		
Queuing Penalty (veh)				0		

Network Summary

Network wide Queuing Penalty: 0

3: Performance by approach

---

Approach	SE	NW	NE	SW	All
Denied Del/Veh (s)	2.2	0.7	0.1	0.4	1.2
Total Del/Veh (s)	22.1	27.7	37.9	26.7	25.4

Total Network Performance

---

Denied Del/Veh (s)	1.2
Total Del/Veh (s)	27.3

Intersection: 3:

Movement	SE	SE	NW	NW	NE	SW
Directions Served	L	TR	L	TR	LTR	LTR
Maximum Queue (ft)	310	322	249	463	49	406
Average Queue (ft)	147	103	37	254	10	191
95th Queue (ft)	279	269	140	397	36	351
Link Distance (ft)		774		1296	118	1126
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	300		100			
Storage Blk Time (%)	4	0		38		
Queuing Penalty (veh)	13	0		14		

Network Summary

Network wide Queuing Penalty: 27

3: Performance by approach

---

Approach	SE	NW	NE	SW	All
Denied Del/Veh (s)	2.3	0.3	0.1	0.2	1.5
Total Del/Veh (s)	5.4	8.4	14.4	7.1	6.4

Total Network Performance

---

Denied Del/Veh (s)	1.5
Total Del/Veh (s)	7.8

Intersection: 3:

Movement	SE	SE	NW	NW	NE	SW	SW
Directions Served	L	TR	L	TR	LTR	LT	R
Maximum Queue (ft)	182	126	28	175	47	49	113
Average Queue (ft)	73	42	5	69	9	13	56
95th Queue (ft)	132	97	22	134	36	39	96
Link Distance (ft)		759		1292	118	1125	1125
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	300		100				
Storage Blk Time (%)				2			
Queuing Penalty (veh)				0			

Network Summary

Network wide Queuing Penalty: 0

3: Performance by approach

---

Approach	SE	NW	NE	SW	All
Denied Del/Veh (s)	2.1	0.7	0.1	0.3	1.1
Total Del/Veh (s)	14.1	21.3	63.0	33.1	22.2

Total Network Performance

---

Denied Del/Veh (s)	1.1
Total Del/Veh (s)	24.0

Intersection: 3:

Movement	SE	SE	NW	NW	NE	SW	SW
Directions Served	L	TR	L	TR	LTR	LT	R
Maximum Queue (ft)	256	148	165	494	52	36	423
Average Queue (ft)	118	54	20	225	14	6	217
95th Queue (ft)	217	115	80	425	44	25	385
Link Distance (ft)		759		1292	118	1125	1125
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	300		100				
Storage Blk Time (%)	0			25			
Queuing Penalty (veh)	1			9			

Network Summary

Network wide Queuing Penalty: 10



# J

## Preferred Alternative Cost Estimate



# Computations

Project: CCRPC 127 SUP Scoping Project #: 58644.18

Title: VT127 Path Preferred Alternative Cost Estimate

## Conceptual Cost Estimate Summary

### Preferred Alternative - Bridge Reallocation

	Cost Category	Unit Cost	Quantity	Unit	Total Cost
1	Common Excavation	\$40	90	CY	\$3,600
2	Excavation of Surfaces and Pavements	\$60	710	CY	\$42,600
3	Earth Borrow	\$30	630	CY	\$18,900
4	Mill & Overlay	\$2	89,900	SF	\$179,800
5	Truck Apron	\$41	1,710	SF	\$70,110
6	Granite Curb	\$98	3,620	LF	\$354,760
7	Mountable Curb	\$147	320	LF	\$47,040
8	Guardrail	\$33	1,850	LF	\$61,050
9	Shared Use Path	\$11	22,700	SF	\$249,700
10	Coarse Milling	\$50	810	SY	\$40,500
11	Bituminous Pavement	\$300	140	TON	\$42,000
12	Performance-Based Concrete, Class PCD	\$2,400	150	CY	\$360,000
13	Reinforcing Steel, Level II	\$3	2,820	LB	\$8,460
14	Expansion Joint	\$600	110	LF	\$66,000
15	Bridge Railing	\$300	470	LF	\$141,000
16	Membrane Waterproofing, Spray Applied	\$150	690	SY	\$103,500
17	Partial Removal of Structure (Curbs and Median)	\$80,000	1	LS	\$80,000
18	Traffic Control	\$500,000	1	LS	\$500,000
19	Turf and Topsoil	\$5	4,730	SY	\$23,650
20	Lighting & Landscaping	\$181,800	1	LS	\$181,800
21	Stormwater	\$138,000	1	LS	\$138,000
	Incidental Construction Items (25%)				\$553,118
	Mobilization (10%)				\$271,247
	<b>SUBTOTAL</b>				<b>\$3,265,588</b>
	General Contingency (15%)				\$489,838
	<b>SUBTOTAL</b>				<b>\$3,755,426</b>
	15% Engineering and Design				\$563,314
	20% Construction Phase Engineering				\$751,085
		<b>SUBTOTAL</b>			<b>\$5,069,825</b>
		Rounding			\$30,175
		<b>TOTAL</b>			<b>\$5,100,000</b>





**City of Burlington**  
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**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

**Jeffrey A. Padgett, MBA**  
*DIVISION DIRECTOR for PARKING & TRAFFIC*

Date: 7/18/2022  
To: Board of Finance  
City Council  
From: Jeffrey A. Padgett  
Division Director for Parking and Traffic  
C.C.: Chapin Spencer, Director of Public Works  
Subject: Parking Management Software

**REQUEST**

The Department of Public Works (DPW) seeks Board of Finance and City Council approval to execute a contract with EDC Corporation to provide AIMS Parking Management Software for 3 years at \$67,780.25 and with two optional 1-year extensions at \$67,780.25 per year for a total cost of \$338,901.25 over a 5-year period.

**BACKGROUND**

The Burlington Police Department (BPD) first contracted T2 Systems in 2000 to provide parking citations services and manage resident parking permits for their Parking Enforcement group. In 2020, the Parking Enforcement group was migrated to the Department of Public Works (DPW) and re-branded as Parking Services and the T2 Systems software was also migrated. With the expiration of the current license at the end of FY22, we took the opportunity to solicit bids for this service (and extended the current T2 systems license to the end of calendar 2023 to allow onboarding of a potential new vendor).

With the re-branding of Parking Services, significant changes have been implemented that expand and integrate staffing and services that are working towards a one-stop-shop for parking. To that end, it was recognized that the scope of the services for this software needed to expand to be a full-fledged Parking Management System

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versus the current software which is focused mainly on citations management, with limited capacity to handle permits (specifically resident-only permits). The scope of the new Parking Management System is much broader and includes self-service permit sales for both resident-only and monthly permit parking, fully digital permits, self-service permit management, third party billing, data integration from other vendor platforms (i.e. ParkMobile) and much more robust reporting, analytics and dash-boarding. This software is expected to provide the technical platform on which to build new, flexible and accessible parking products and services; that are easy for the public to use.

**BID RESULTS**

The project was advertised on May 9, 2022 with proposals received by June 3, 2022. Bids were received from:

	5 Year Cost as required by Bid Documents		
	<u>Base Bid</u>	<u>LPR Bid Alternate</u>	<u>Total</u>
AIMS	\$339,000	\$138,000	\$477,000
Blue Systems	\$192,000	\$228,000	\$414,000
Cardinal Systems	\$349,000	\$ 97,000	\$446,000
IPS	Did not provide 5 year price		
Premium Parking	\$840,000	\$75,000	\$915,000
UP System (a T2 Company)	\$115,000	\$143,000	\$258,000

The bid included an add-on option for License Plate Recognition (LPR) integration. This is an important, growing technology that connects license plates with a parking management database that improves efficiency, and allows for new and innovative parking products. However, LPR is *not* included of the award for the Parking Management Software due to limitations identified by the City Attorney in State law that limit plate number collection technology as related to government database privacy and use by law enforcement. DPW is hopeful that the legislative landscape may change within the time of this contract resolving this limitation and reasonably expects that LPR technology could be deployed within the 5-year horizon of this contract and will seek a separate approval for the purchase and implementation of LPR at that time. This requested bid award is for Parking Management Software only.

The proposal review committee was comprised of Division Director Jeff Padgett, Parking Services Manager Leonard Ducharme and a representative from Innovation & Technology.

After close review of the proposals, it was clear that the capabilities of each company were notably different. Also, some companies understood our need much better than others. Some proposed exactly the services we detailed in the bid documents and others proposed functionality that we didn't ask for (ie. mobile pay, occupancy sensors, etc.) Additionally, we asked for references from cities similar to Burlington in scale; some companies provided references from cities with a population in the millions and/or towns with very, very simple parking systems.

After the initial review, we called references and interviewed the top two bidders. These interviews and the perspectives of the references made it clear that AIMS can provide Burlington with not just a comprehensive technical solution, but is also a company that will be easy to work with as we grow. Communication,

responsiveness and understanding of our needs are critical to supporting our operation as it evolves. AIMS not only reflected this in their proposal and interview, but we heard glowing reviews related to how easy AIMS is to work with both as a software and a company.

## **FINANCING**

Although at first glance, the cost of the new system is significantly greater than the current system, the table and narrative below demonstrate how the new system will:

1. not materially increase costs to Parking Services (Fund 53) or to Traffic (Fund 264)
2. significantly reduces costs for Parking Operations (Fund 265) and
3. provide significantly expanded services

	<b>Existing System</b>	<b>New System</b>
Five Year Cost of Ownership		
Parking Services (53)	\$130,000	\$139,000
Traffic Fund (264)	\$0	\$100,000
Parking Facilities (265)	\$0	\$100,000
Supports Future Growth	T2 did not propose extension, future support uncertain	Unlimited Upgrades
Issues Citations	✓	✓
Self Service Permit Sales	-	✓
Self Service Account Management	-	✓
Third Party Invoicing	-	✓
Interconnection of Tow and Ticket Databases	-	✓
Permit Reservations	-	✓
Event Permitting	-	✓
Fully Account Based	-	✓
User Report Building	-	✓
Data integration	-	✓
Advanced Dash-boarding	-	✓

Based on the distribution of costs across the three Division budgets shown in the first row, the overall cost to Parking Services (Fund 53) is relatively neutral over a 5-year period, while accessing a higher quality service.

Similarly, the Traffic (Fund 264) remains relatively neutral. Traffic (Fund 264) has traditionally paid between \$50,000 and \$100,000 (annually) for meter enforcement services to the Burlington Police Department. With the integration of Parking Enforcement into DPW and re-branding as Parking Services, this payment was suspended until the actual cost could be established. Now, with the annual cost of this software, \$20,000, and the estimate labor cost shift included in the FY23 (~30,000), the effective cost to Traffic (Fund 264) for enforcement is now justified at the \$50,000 level.

And finally, with respect to Parking Operations (Fund 265) costs have been significantly reduced. With the transition to “gate-less garages,” ParkMobile was used as a temporary fix to provide the backend for monthly permits. Although workable and cheaper than the gate system ParkMobile replaced, this is not the intended or

best use of ParkMobile and incurs avoidable fees. ParkMobile is very good at transient hourly parking and will continue to be used for transient parking, but longer term parking (monthly) creates complexities that ParkMobile handles less elegantly than a Parking Management Software platform like AIMS. The fees and limitations of ParkMobile were anticipated with the removal of the gates system, but the limitations were manageable and the fees were less than the ongoing cost of operating the gate system.

Now, with the AIMS Parking Management Software the fees associated with garage operations have again been reduced. Operating costs for permit management have been reduced by about 70% compared to the projected fees of ParkMobile (\$330,000 vs. \$100,000 over 5 years) and reduced by 80% as compared to the project cost of the original gate system; saving over \$400,000 over the 5-year horizon.

Funds for FY23 are included in the budget that was recently passed.

## **MOTIONS**

The Department of Public Works respectfully requests that the Board of Finance approve the following motion:

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

To approve and recommend that the City Council authorize the Director of the Department of Public Works to execute a contract with ECD Corporation to provide AIMS Parking Management Software for \$67,780.25 per calendar year for 3 years, with two optional 1-year extensions at \$67,780.25 per year for a total authorized project expenditure amount of \$338,901.25, subject to City Council appropriation and review and approval by the City Attorney's Office.

### **City Council Motion:**

To authorize the Director of the Department of Public Works to execute a contract with ECD Corporation to provide AIMS Parking Management Software for \$67,780.25 per calendar year for 3 years, with two optional 1-year extensions at \$67,780.25 per year for a total authorized project expenditure amount of \$338,901.25 subject to City Council appropriation and review and approval by the City Attorney's Office.



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

## MEMORANDUM

*Date:* May 11, 2026

*To:* City Council

*From:* Jackie Esperti, Division Director - Parking and Traffic

*CC:* Chapin Spencer, DPW Director

*Subject:* Purchase of Vehicle-Installed Equipment for Parking Enforcement

---

### **Request**

The Department of Public Works ("DPW") seeks approval and authorization from the Board of Finance and City Council to increase a previously approved contract for AIMS software. In July of 2022, this body approved a contract for 5 years for a total cost of \$338,901.25. We are asking for an increase in the 5-year total of approximately \$54,508 for the purchase and installation of vehicle mounted cameras to assist in parking enforcement.

### **Background:**

DPW has been working for years to obtain a vehicle mounted device to assist in parking enforcement and offer a greater range of parking permit options. In 2025, we presented a Privacy Policy to the Transportation, Energy and Utility Committee that explains the restrictions in place and how data will be retained and deleted in the course of using the vehicle-mounted enforcement technology (see Attachment A). The Administration finalized the Privacy Policy in May 2025. Many communities and institutions in Vermont, including Patrick Leahy Burlington International Airport have already implemented this technology for parking enforcement.

DPW is excited for the new permit options that we will be able to offer with this technology. As we know, many businesses moved to a hybrid work schedule following 2020 and have kept this practice through today. With the vehicle-installed enforcement equipment (sometimes referred to as optical character recognition (OCR) or license plate reader (LPR), we will be able to offer a "punch card" type of permit where one would only need to pay for the days they park and receive a discount from the normal daily rate. This option is well sought out, and many local businesses are excited for this new opportunity.

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The Chief Administrative Officer (CAO) provided sole source approval consistent with the City's Procurement Policy based on "a single vendor's prior work for the City in connection with a product or service that makes the vendor uniquely qualified, and either a cost savings is reasonably anticipated due to the vendor's familiarity with the matter or a substantial savings of time is reasonably anticipated where time clearly is of the essence." Justifications include:

- We competitively bid the procurement of our parking enforcement and permitting software in FY22 and this firm was the most highly ranked proposal
- At the time, this vendor also bid on providing vehicle-mounted enforcement and their bid was competitive with others.
- Integrating this vehicle-mounted enforcement service with our enforcement software is easy since it will be on the same platform.
- We have talked to other communities using this vehicle-mounted equipment from our current vendor and we have received positive reviews.

The purchase price for the equipment for one vehicle is \$38,890 plus a prorated amount toward the yearly AIMS subscription which renews in August of 2026. After August 2026, the \$15,618 cost is added to our yearly subscription charge. Our current authorization runs through August of 2027 at which time we plan to return to the Council seeking a contract extension as we have been very satisfied with our partnership with AIMS.

Parking Services predicts an additional \$100,000 in yearly revenue from this purchase, which will benefit the General Fund through Parking Services (Fund 053). This revenue will come from additional tickets written through the increased efficiency of parking enforcement and ability to increase the number of license plates checked.

There is a chance that the Legislature could act in ways this session that could potentially limit the use of this equipment for parking enforcement, though most of their focus regarding this equipment has been related to law enforcement. We will wait to get final City Council approval for this purchase until after we understand whether there will be any new legislative changes that could impact this purchase.

**Privacy:**

Before implementing LPR technology, DPW Parking Services initiated the development of a privacy policy finalized by the Administration in May of 2025 (see attached). The policy details the multiple protections the City has put in place. It explicitly states that "it is not the policy of the Parking Services Division to volunteer LPR and Driver Data to another government agency."

Parking Services was transferred from the Burlington Police Department to DPW in 2021 as part of an effort to shift some civil matters within the Police Department to other parts of City government. This has allowed the City to separate parking enforcement from general law enforcement activities. The Administration-approved Privacy Policy has a section on prohibited use of data that includes preventing DPW from providing LPR and Driver Data "to the City's Police Department for law enforcement purposes."

In addition to the separation of Parking Services from Burlington Police Department, there are many internal operational safeguards in the Private Policy:

- Driver data will only be obtained on a need-to-know basis. Only when someone is in violation of the city parking-related ordinance, AND does not pay their citation within 30 days, will our Criminal Justice Information Services (CJIS) certified office staff obtain the vehicle owner's personal information (i.e. name and address).
- Additionally, driver data will only be accessed only from the National Law Enforcement Telecommunications system and shall not be downloaded or printed for retention by the City.
- Any license plate data collected will only be retained for up to 60 days after payment is made or all collection proceedings are resolved.

Since DPW has taken over Parking Services since 2021, we have not had any court order or subpoena for any of the license plate data we have collected.

**Conclusion:**

LPR technology is a productive tool for the City to provide more customer-focused products, enhance productivity of our Parking Services Agents and generate more revenue for the General Fund. The technology and information collected needs appropriate oversight in place and the City has the necessary policies and systems to use the technology responsibly. The additional cost of ~\$54,508 will be more than covered by the predicted increased revenue of \$100,000, meaning this change is expected to add at least an estimated \$50,000 additional per year to the City's General Fund.

Reach out with any questions or concerns to me at [jesperti@burlingtonvt.gov](mailto:jesperti@burlingtonvt.gov).

**Motions:**

Board of Finance:

- To approve, and recommend the City Council authorize, the purchase of a vehicle mounted camera technology from AIMS Parking, for a total cost of \$54,508, and to authorize the Director of Public Works to take such further actions, and to execute such documents approved as to form by the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council:

- To approve the purchase of a vehicle mounted camera technology from AIMS Parking, for a total cost of \$54,508, and to authorize the Director of Public Works to take such further actions, and to execute such further documents approved as to form by the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

**Attachments:**

1. Privacy Policy
2. July 2022 Parking Management Software Memo

**CITY OF BURLINGTON, VERMONT  
PRIVACY POLICY:  
LICENSE PLATE READERS AT PUBLIC PARKING GARAGES, ON-STREET  
PARKING & OTHER PUBLIC PARKING FACILITIES**

**Location.** The City of Burlington maintains automatic license plate readers for payment purposes at its airport and at the following City-owned or City-operated garages: Lakeview Garage, College Street Garage, Marketplace Garage, and Courthouse Plaza Garage. The City also uses automatic license plate readers to patrol payment for street parking. The City owns two readers, which are mounted to a vehicle that patrols the garages and streets for parking enforcement purposes. The airport garage has readers mounted near the entrances and exists to the garage, and other City-owned garages may have readers installed in the future in lieu of mobile patrols.

**Data Collected & Use.** Payment is by license plate number at the City's garages and for paid street parking. When you enter and leave the garage, your license plate will be scanned, and a readable electronic image of the scan will be obtained and saved, together with information about the date and time of entry and exit ("LPR Data"). That will be linked to payment information. Payment records may be kept indefinitely, but assuming proper payment, license plate scans will be retained by the City's vendor for not more than thirty (30) days.

In case of nonpayment, a ticket will be generated, and City staff may access vehicle registration information ("Driver Data"), including the registrant's address or other contact information, from the National Law Enforcement Telecommunications system. Driver Data will be obtained only on a need-to-know basis, including to send parking tickets by mail or for collections purposes. LPR Data will be retained up to sixty (60) days after payment is made or all collection proceedings are resolved. Driver Data shall be accessed only from the National Law Enforcement Telecommunications system and shall not be downloaded or printed for retention by the City.

**Persons Entitled to Data.** Parking enforcement staff can access payment information by logging into accounts hosted by the City's vendors. To protect data from those not entitled to view it, each City employee with access privileges will have unique log-in credentials. The City's contract with its license plate reader vendor requires the vendor to provide certain privacy protections. The contract is available for viewing upon request. (Please contact a Parking Services Coordinator by calling 802-540-2380.) LPR and Driver Data will be made available only to staff as described in the Administration & Enforcement section, below.

Driver Data is not considered City data, and LPR Data are considered exempt from disclosure pursuant to 1 V.S.A. § 317(c)(10). C.f. also 18 U.S.C., ch. 123, 23 V.S.A., ch. 15. The City will only release these data in response to a valid court order or

subpoena, or upon the request of a government agency with the legal right to request access to the data. It is not the policy of the Parking Services Division to volunteer LPR and Driver Data to another government agency.

**Prohibited Use of Data.** The following uses of automatic license plate readers or of LPR and Driver Data are prohibited:

- (1) To read any license plate not exposed to public view;
- (2) To intimidate or harass any individual or group;
- (3) To target individuals or groups based on race, color, sex, gender identity or expression, religion, political affiliation, national origin, ethnicity, sexual orientation, ability status, age, veteran status, family status, or other classification protected by law;
- (4) For any personal use;
- (5) For the purpose of infringing First Amendment rights;
- (6) To the City's Police Department for law enforcement purposes; and
- (7) To any county, state, or federal agency for law enforcement purposes, subject to applicable law and City policy.

Any person who engages in any of these prohibited uses may be subject to criminal prosecution, civil liability, or administration sanctions, including employee discipline up to and including termination.

### **Administration & Training.**

Parking Services Agents will have access to payment information, and if a vehicle does not have a credential to park (i.e., the driver did not pay for parking), a ticket will be generated for issuance by Parking Services Agents. Otherwise, Parking Services Agents will not have access to LPR Data or Driver Data. Only employees who are Criminal Justice Information Services ("CJIS") certified will have other access to LPR Data, and only the City's Parking Services Coordinators, the Director of Public Works, and the Parking Services Operation Manager, all of whom are CJIS Certified, will have access to Driver Data, except that LPR and Driver Data may also be provided to the City Attorney's Office on a need-to-know basis for collections purposes only. The Parking Services Operation Manager is responsible for ensuring compliance with the restrictions set forth in this paragraph.

**Public Notice.** This policy will be posted on the City's website, and a web address will be posted near each garage entrance.

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

Department: DPW – Parking and Traffic      Submitter: Jackie Esperti

Title/Subject: Aims Purchase LPR

	Approval:	Meeting Date:
<input checked="" type="checkbox"/>	Board of Finance	4/27/2026
<input checked="" type="checkbox"/>	City Council	5/11/2026
<input type="checkbox"/>	Concurrent	Click or tap to enter a date.

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

**Signoffs Received**

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/4/2026	Chapin Spencer Approved
Mayor’s Office informed and approved memo	Yes	5/5/2026	Kara Alnasrawi Approved
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.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/5/2026	Erik Ramakrishnan Approved
CAO has reviewed budget, financing, and memo	Yes	5/5/2026	Katherine Schad Approved
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
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	Click or tap here to enter text.
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.



## COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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### MEMORANDUM

TO: Mayor Emma Mulvaney-Stanak and City Council  
FROM: Christine Curtis, Senior Community Development Specialist, CEDO  
DATE: May 11, 2026  
RE: Public Hearing: Community Development Block Grant and HOME Investment Partnerships  
Proposed Allocations for the 2026 Action Plan for Housing & Community Development

#### Overview

The Community & Economic Development Office (CEDO) is soliciting input in connection with the development of the City's 2026 One-Year Action Plan for Housing & Community Development (Action Plan) for the planning and allocation of federal funds from Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other U.S Department of Housing and Urban Development (HUD) administered programs. The City anticipates receiving \$765,285 in CDBG entitlement funds and \$339,484.35 in new HOME funds to support housing, community and economic development activities for the 2026 program year (July 1, 2026 – June 30, 2027). A breakdown of the funding recommendations can be found below for both the CDBG and HOME programs.

The funding recommendations and draft 2026 Action Plan are subject to a Public Hearing to solicit input on Burlington's housing and community development needs. Public comments on the Action Plan will also be accepted through May 22<sup>nd</sup>, 2026 via email at [ccurtis@burlingtonvt.gov](mailto:ccurtis@burlingtonvt.gov). CEDO will seek approval of a final 2026 Action Plan at the upcoming May 18<sup>th</sup> Board of Finance and City Council meetings in the form of a Resolution authorizing submission of the Action Plan to HUD.

The proposed subrecipient awards for the City's 2026 CDBG funds were recommended by the CDBG Advisory Board. The Advisory Board includes a seat for a representative from each of the City's eight wards (selected by the Neighborhood Planning Assemblies), Mayoral appointees, and one seat filled by the State of Vermont. CEDO's leadership, with the support of the Mayor, makes CDBG funding recommendations for programs administered by CEDO staff and other City departments. All funding recommendations are outlined in the table below.

#### Key Funding Details

It is important to note, CEDO will not be utilizing the full 20% (allowable by HUD) of the 2026 CDBG allocation for admin/salary costs. Alternatively, these funds will be committed to a project that will directly serve and benefit low-and-moderate income Burlington residents. The ability to put more federal funds back into the community is being realized as a result of the Mayor's ModernGov initiative. The re-org of CEDO resulted in large salary savings and synergies that have allowed an overall cost reduction of CDBG admin funds for FY27.

Additionally, CDBG Development applications did not go to Advisory Board this year for a formal award process as there were sufficient development funds to award every project fully. The Advisory Board still reviewed Development applications and voted unanimously to award all Development projects as presented below. This is not typical practice since historically, the City’s CDBG program has always been part of a highly competitive award process. CEDO received an alarmingly low amount of CDBG applications for the 2026 program year which may be attributed to the current stability of federal grant programs among other socioeconomic factors. In response to the low application turn out, CEDO is planning to re-evaluate all outreach processes during CDBG application season and, develop a plan to destigmatize the CDBG grant program and its onerous compliance and reporting requirements.

**Awards and Funding Summary as Presented in the Draft 2026 Action Plan**

**2026 CDBG – Public Service Awards (total capped at 15% of allocation)**

*The following organizations and programs have received CDBG grants in previous years with the exception of Village Hydroponics*

<b><u>Organization</u></b>	<b><u>Program Name</u></b>	<b><u>Awards for 2026 Action Plan</u></b>	<b><u>Program summary</u></b>	<b><u># of Beneficiaries served (projected)</u></b>
<b>Pathways</b>	<b>Permanent Supportive Housing Services in Chitt. County</b>	<b>\$31,000</b>	<b>permanent housing placement with community-based services for individuals with histories of homelessness</b>	<b>45 households</b>
<b>Village Hydroponics</b>	<b>Community Hydroponics &amp; Winter Food Access Program</b>	<b>\$11,500</b>	<b>free winter produce distributions with community-based hydroponic education to strengthen food security, nutrition, and community connection</b>	<b>65 persons</b>
<b>Steps to End Domestic Violence</b>	<b>Safe Tonight</b>	<b>\$36,292</b>	<b>emergency housing and support services for adults and children fleeing domestic violence</b>	<b>520 persons</b>
<b>CVOEO</b>	<b>Volunteer Income Tax Assistance (VITA)</b>	<b>\$14,500</b>	<b>free tax preparation and electronic filing services for low-income households</b>	<b>800 persons</b>
<b>Lund</b>	<b>Lund’s Parent Child Center and Clinical Treatment Services</b>	<b>\$21,500</b>	<b>childcare services, resources, and mental health treatment for vulnerable children and families</b>	<b>95 persons</b>

**2026 CDBG - Development Awards**

*The following organizations and programs have received CDBG grants in previous years with the exception of South End Arts & Business Association (SEABA)*

<b><u>Organization</u></b>	<b><u>Program Name</u></b>	<b><u>Awards for 2026 Action Plan</u></b>	<b><u>Program summary</u></b>	<b><u># of Beneficiaries served (projected)</u></b>
<b>Mercy Connections</b>	<b>Small Business Equity Project</b>	<b>\$75,000</b>	<b>entrepreneurial and English language learning education to support the growth of small businesses in Burlington</b>	<b>100 persons</b>

<b>CVOEO</b>	<b>Financial Futures: Micro Business Development Program</b>	<b>\$72,761</b>	<b>coaching, classes, and technical assistance for low-income Burlington residents to start, sustain, and expand microbusinesses</b>	<b>60 persons</b>
<b>CVOEO</b>	<b>South End Food Hub</b>	<b>\$142,000</b>	<b>rehabilitation of an existing commercial space in the center of the King Street neighborhood to accommodate a new food hub</b>	<b>City-wide benefit</b>
<b>Winooski Valley Park District (WVPD)</b>	<b>Ethan Allen Homestead Museum Barn Renovation – Phase II</b>	<b>\$75,164</b>	<b>renovations at the Hill Brownell Educational Center – AKA the “Museum Barn”, located in the 294-acre Ethan Allen Homestead Park</b>	<b>City-wide benefit</b>
<b>South End Arts &amp; Business Association (SEABA)</b>	<b>Creative Microbusiness Incubator</b>	<b>\$28,450</b>	<b>support for low-income microbusinesses through access to brick-and-mortar space, business guidance, marketing, and community networking</b>	<b>100 persons</b>
<b>CEDO-Business &amp; Workforce Development</b>	<b>Microenterprise Technical Assistance</b>	<b>\$65,000</b>	<b>free technical assistance for entrepreneurs and small businesses</b>	<b>30 persons</b>
<b>CEDO-Business &amp; Workforce Development</b>	<b>Microenterprise Food Incubator Project</b>	<b>\$142,118*</b>	<b>rehabilitation of the Leddy Snack bar into an affordable, commercial kitchen space for low-income entrepreneurs looking to start, sustain, and expand their food &amp; beverage microbusiness</b>	<b>City-wide benefit</b>
<b>CEDO</b>	<b>CDBG Administration</b>	<b>\$120,000</b>	<b>implement City planning efforts; administer community and economic development programs</b>	<b>N/A</b>

*\*funded with prior year, carryover funds + 2026 admin surplus + 2026 development surplus*

**2026 CDBG Funding**

<b>CDBG</b>	<b>Subtotal</b>	<b>Item</b>	<b>Amount</b>
<b>Programs/Projects</b>	<b>\$715,285</b>	<b>Public Service</b>	<b>\$114,792</b>
		<b>Development</b>	<b>\$530,493</b>
		<b>Carryover funds</b>	<b>\$70,000</b>
<b>Admin and Planning</b>	<b>\$120,000**</b>	<b>CDBG Administration</b>	<b>\$120,000**</b>
<b>TOTAL</b>	<b>\$835,285</b>		<b>\$835,285</b>

*\*\*CEDO is not utilizing the full 20% admin amount that is allowable by HUD - admin surplus must be used for Development activities only.*

**2026 HOME Awards/Funding**

<b>HOME Project Category</b>	<b>Subtotal</b>	<b>Item</b>	<b>Amount</b>
<b>Affordable Housing</b>	<b>\$305,535.92</b>	<b>Affordable Housing Projects (TBD)</b>	<b>\$254,613.27</b>
		<b>CHDO Projects (TBD - 15% set-aside)</b>	<b>\$50,922.65</b>
<b>Admin and Planning</b>	<b>\$33,948.43</b>	<b>HOME Administration (capped at 10%)</b>	<b>\$33,948.43</b>
<b>TOTAL</b>	<b>\$339,484.35</b>		<b>\$339,484.35</b>

***CHDO: Community Housing Development Organization – a private nonprofit, community-based organization dedicated to developing affordable housing***

**DRAFT – POSTED FOR PUBLIC COMMENT 4/22/2026**

**2026 Action Plan for Housing & Community Development**

**City of Burlington, Vermont**



Prepared by  
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This document is available in alternative formats upon requests

## Table of Contents

Executive Summary.....	3
Lead & Responsible Agencies.....	7
Consultation.....	8
Participation & Outreach.....	25
Expected Resources.....	30
Annual Goals & Objectives.....	33
Projects.....	37
Geographic Distribution.....	43
Affordable Housing.....	44
Public Housing.....	45
Homeless & Other Special Needs Activities.....	46
Barriers to Affordable Housing.....	49
Other Actions.....	51
Program Specific Requirements.....	53

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The 2026 Action Plan explains how the City plans to spend the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds that the City receives from the U.S. Department of Housing & Urban Development (HUD), together with other leveraged resources, during the upcoming program year beginning on July 1, 2026. The national CDBG program is a principal revenue source to grow local communities and improve the quality of lives for low- and moderate- income persons. The HOME program is designed to create affordable housing for low-income households through building, buying, and/or rehabilitating housing for rent or homeownership.

The overall goal of these community planning and development programs is to develop viable communities by providing decent housing, expanded economic opportunities, and a suitable living environment, principally for low- and moderate-income persons. HUD administers these programs on a national basis and awards grants to entitlement communities and participating jurisdictions – including the City of Burlington – each year on a formula basis. The City in turn awards grants and loans to local nonprofits as well as providing direct services to residents and businesses through several CDBG-funded programs.

### 2. Summarize the objectives and outcomes identified in the Plan

Affordable housing continues to be the City's highest priority. Cost of housing, age of the housing stock, and a low vacancy rate are three significant factors that contribute to the need for affordable housing in Burlington. The following initiatives are on the City's housing agenda: preserving existing affordable units; creating new affordable units; renovating rental and owner-occupied affordable housing; and promoting homeownership opportunities among income-qualified households.

A suitable living environment is the City's next highest priority. The City has historically used the maximum available CDBG resources to support the provision of social services by local nonprofits. The City also uses CDBG to support public facilities and infrastructure and nonprofit facilities.

Economic opportunity is the City's third priority. The City uses CDBG funds to support projects that create and retain businesses and jobs through technical assistance and to support low-income residents in business ownership through entrepreneurial training and loans. The City also uses CDBG to address barriers to economic opportunity, including through the provision of affordable, quality early childcare and assistance in filing taxes and developing financial literacy.

### **3. Evaluation of past performance**

The City continues to focus its CDBG and HOME dollars on high priority activities, primarily comprised of housing, economic development, and suitable living environment projects. Burlington continues to focus essentially all expenditures to assist low and moderate-income persons, as a result approximately 98% of CDBG beneficiaries fall in the low to moderate income category. Below are the City's most recent highlights of past performance that contributed to the selection and focus of this year's goals and projects.

#### **Highlights of Outcomes**

**The City's highest priority under its Consolidated Plan is affordable housing. Highlights include:**

- In December 2024, the City of Burlington's Lead Program received \$4,301,890 in lead hazard control funds and \$529,000 in health homes supplemental funding to improve indoor air quality and reduce other health hazards such as asbestos and tripping. The Lead Program's previous grant ended in July 2024. During the reporting period of July 1, 2024 – June 30, 2025 the Lead Program accomplished:
  - Performed Lead Hazard Control activities in 21 rental housing units
  - Performed Healthy Homes interventions in 21 housing units
  - Trained two individuals on the EPA Renovate, Repair, and Painting (RRP) Rule
  - Trained 128 individuals on the VT Lead Law, Inspection, Repair, and Cleaning Practices.
  - Conducted 21 Outreach and Education events that reached over 2,800 individuals
- 39 rental units rehabilitated
- The City closed out one HOME-assisted new construction project, which created one HOME-assisted unit and a total of 16 affordable units

**A suitable living environment is the City's second priority. Highlights include:**

- CDBG-funded agency Steps to End Domestic Violence, provided emergency shelter and services to 523 persons fleeing domestic violence.
- Capital improvements to three public facilities benefitted 42,645 persons (city-wide benefit).

- Pathways Vermont served 47 individuals experiencing homelessness by providing a variety of housing support services including service coordination, housing location services, retention supports, benefits coordination, and mental health and substance use services.
- Vermont Center for Criminal Justice Reform’s Re-Entry and Recovery Center provided case management services to 76 justice-involved individuals living with substance use disorder.

**Economic opportunity is the City's third priority. Highlights include:**

- CEDO staff and CDBG funded partners provided technical assistance and business development services to 200 microenterprises.
- Lund’s program provided early childhood services to 30 residents, with a focus on supporting vulnerable children and families.
- The Volunteer Income Tax Assistance (VITA) program served 918 Burlington residents, providing tax preparation and other income tax related assistance.

**4. Summary of Citizen Participation Process and consultation process**

The Community & Economic Development Office followed the Citizen Participation Plan in the development of this Plan. A Public hearing was held on May 11<sup>th</sup>, 2026 at a Burlington City Council meeting. The hearing notice was published in a local paper. Organizations were consulted, including the Continuum of Care.

The most meaningful way in which Burlington residents participate in the Action Plan process is their involvement in spending decisions. Through the Neighborhood Planning Assemblies (NPAs) each of the City’s eight wards elects a representative to the CDBG Advisory Board and collectively, those residents have a majority voice in making recommendations to the Mayor about how to spend the City’s CDBG funding each year. The NPAs are grassroots associations, created by City Charter, which exist in each of the City’s wards and meet monthly as organized, democratic forums where neighbors can learn about public issues that affect them and advise city government of their concerns and needs. The Board’s recommendations have traditionally been adopted without change by the Mayor and City Council.

The City engaged in alternative public involvement techniques during the development of this Plan. The Plan was posted on the City’s website and citizens were invited to comment via social media and email lists.

The public comment period will begin on April 22<sup>nd</sup>, 2026 and end on May 22<sup>nd</sup>, 2026.

**5. Summary of public comments**

TBD

**6. Summary of comments or views not accepted and the reasons for not accepting them**

TBD

**7. Summary**

To summarize, the following document represents the housing, community and economic development needs and priorities as well as the chosen projects and activities to implement for the City of Burlington's 2026 Action Plan.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	Burlington, VT	Community & Economic Development Office
HOME Administrator	Burlington, VT	Community & Economic Development Office

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The Community & Economic Development Office (CEDO) is a department of the City of Burlington. The department engages our community to build a healthy, safe, and vibrant city with opportunities for all. CEDO staff members and programs seek to foster economic vitality; preserve and enhance neighborhoods, quality of life, and the environment; and promote opportunities for all residents of Burlington.

**Consolidated Plan Public Contact Information**

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City works closely with a range of stakeholders to determine community needs and priorities and to allocate CDBG and HOME funds to projects addressing these needs. Stakeholders consulted during the preparation of this Plan, including decisions around funding awards, include: the CDBG Advisory Board, which includes representatives from each of the City’s wards, Mayoral representatives, and representatives from state agencies; nonprofit housing developers and service providers operating within the city; the Chittenden County Homeless Alliance (a HUD-recognized Continuum of Care); business owners; City residents; landlords; and colleagues within the City’s Community & Economic Development Office, including the Burlington Lead Program.

### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

Community Economic & Development Office staff supports the Chittenden County Homeless Alliance (CCHA), a HUD-recognized Continuum of Care (CoC) that aims to make homelessness rare and brief for persons in Burlington and throughout Chittenden County. CCHA members include representatives from nonprofit organizations, including service providers and affordable housing developers, local businesses, persons with lived experiences of homelessness, and local, state, and federal agencies, who meet regularly to coordinate City- and county-wide approaches to addressing the needs of vulnerable residents. The CCHA has implemented best practices in its approach to addressing homelessness, including the use of a common assessment tool for Coordinated Entry, prioritizing units for the most vulnerable, developing a community waitlist, and using a shared information management system with the Balance of State, the statewide Continuum of Care. These efforts help to ensure that the diverse agencies and organizations operating in Burlington are collaboratively working towards a common goal.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The CoC manages the Coordinated Entry System (CES), coordinating the implementation of a housing and service system that engages multiple service providers and organizations to connect with and to address the needs of persons experiencing homelessness in the county. The CES models a no-wrong-door approach to accessing the CES; service providers and community partners throughout Chittenden County are Access Points to the CES (including Vermont 211 as a virtual access point), allowing individuals and families experiencing a housing crisis to be directly engaged and linked to the CES. The CES matches households experiencing homelessness with eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing navigator and added to a master list of homeless households which is reviewed weekly by CES partners for housing opportunities. Currently, eligible households include HUD-defined “literally homeless” and “imminent risk” households. In the 2025 program year, the Coordinated Entry system placed 327 households into permanent housing. The 2026 program year expects to see about 275 households moved into permanent housing. . Many housing projects funded by the City, including through the use of HOME and CDBG funds, include units dedicated for households exiting homelessness. These units are usually filled in coordination with the Coordinated Entry system and are paired with supportive services. CDBG services have also been targeted to address emerging needs through the CoC and public service funds have supported housing navigation and supportive services program that operate within the umbrella of the CCHA and CoC.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

ESG funding allocations are made by the State of Vermont. Several state offices, including the Office of Economic Opportunity which administers ESG participate actively in the CoC and its numerous committees, including strategic planning and coordinated entry. VT's Emergency Solutions Grant funds are blended with state funds and administered under the Housing Opportunity Grant Program. Funding decisions are based on thorough knowledge of this Continuum’s operations and priorities, with an emphasis on how best to realize value for investment. The State solicits specific feedback from the CoCs and stakeholders through presentations, discussions, and surveys regarding priorities and how to allocate ESG funds to eligible activities as well provide an annual review of funding priorities and performance.

The Chittenden County Homeless Alliance has developed a single HMIS with the Vermont Balance of State including joint governance, policies and procedures. One of our CoC-funded projects supports the HMIS lead - the Institute for Community

Alliances. The Alliance members use BitFocus Clarity Human Services and the CoC utilizes reports and information for strategic planning.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

Table 2 – Agencies, groups, organizations who participated

1	<b>Agency/Group/Organization</b>	AARP Vermont
	<b>Agency/Group/Organization Type</b>	Housing Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Phone call with representative of AARP Vermont. Goal of phone call was to better understand needs of older Vermonters in Burlington.
2	<b>Agency/Group/Organization</b>	Age Well
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with agency representative. Goal of meeting was better understanding needs of older residents including housing, food security, and safety.
3	<b>Agency/Group/Organization</b>	Agency of Human Services
	<b>Agency/Group/Organization Type</b>	Other government - State

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Individual online meeting with Field Services Director. Goal for interview was information on community needs including supporting persons who are unhoused and special populations as well as addressing other needs in the community.
4	<b>Agency/Group/Organization</b>	ANEW Place
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Meeting with agency leadership. Goal was to understand services and needs for people who are unhoused including shelter operations and transitional housing services.
5	<b>Agency/Group/Organization</b>	ASSOCIATION OF AFRICANS LIVING IN VERMONT
	<b>Agency/Group/Organization Type</b>	Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with multiple members of AALV staff. Goal of meeting was learning more about the needs and challenges experienced by individuals and families served by AALV. Conversation included insights on housing, employment, mental health and substance use services, education, economic opportunities and other topics.
6	<b>Agency/Group/Organization</b>	Bissonnette Properties
	<b>Agency/Group/Organization Type</b>	Housing Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with property manager of large real estate investment and property management company in Burlington. Goal for interview was understanding housing needs from perspective of large property owner who has been in business multiple years.
7	<b>Agency/Group/Organization</b>	BURLINGTON HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Meeting with Executive Director both one-on-one and in group conversation. Goal of meetings were collaboration with PHA, coordination of consolidated plans, and strategies for affordable housing within the City.

8	<b>Agency/Group/Organization</b>	Burlington Lead Program
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Meeting with manager of Burlington Lead Program. Goal of meeting was better understanding City's needs and responses to lead-based paint and other health hazards in Burlington.
9	<b>Agency/Group/Organization</b>	Burlington Telecom
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Written correspondence and conversation with internet provider. Goal was to understand digital access and broadband internet service availability for folks in Burlington.
10	<b>Agency/Group/Organization</b>	Cathedral Square Corporation (CHDO)
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Meeting with Executive Director both one-on-one and in group conversation.
11	<b>Agency/Group/Organization</b>	Champlain Housing Trust
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Regional organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Conversations with individual staff, including executive director, services director, properties director. Also participated in group conversations.
12	<b>Agency/Group/Organization</b>	Champlain Valley Office of Economic Opportunity
	<b>Agency/Group/Organization Type</b>	Housing Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Met online with Executive Director and four leadership team members. Goal of meeting was to discuss the needs of individuals and families in Burlington including fair housing needs, preventing homelessness through back-rent payment, tax assistance, general housing needs, experiences of persons with financial poverty, food resources, services for persons who are unhoused and other community needs.
13	<b>Agency/Group/Organization</b>	Chittenden County Regional Planning Commission
	<b>Agency/Group/Organization Type</b>	Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Met in-person with three members of the CCRPC. Goal of meeting was better understanding housing and community development needs of Burlington within a regional context.
14	<b>Agency/Group/Organization</b>	City of Burlington

	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Market Analysis flood prone areas, etc.
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Correspondence, communication, data review with several City departments and individuals to review risks, concerns, opportunities and responses to areas and happenings of high environmental impact.
15	<b>Agency/Group/Organization</b>	COMMITTEE ON TEMPORARY SHELTER
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Held several in-person meetings with organization leadership. Also met with individuals in the Daystation - a daytime space for unhoused adults. Goal of meetings were to better understand the needs of people who are unhoused, understand if/what has been working well to serve households, what are Burlington's greatest needs related to experiences of homelessness and to learn about the agency's experience as a property owner and landlord.
16	<b>Agency/Group/Organization</b>	Department of Corrections
	<b>Agency/Group/Organization Type</b>	Publicly Funded Institution/System of Care Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Met online with five staff from local correctional facility. Goal of meeting was better understanding the needs of persons existing incarceration into the community and the steps Corrections takes to ensure persons returning to community have sufficient housing and supports.
17	<b>Agency/Group/Organization</b>	Disability Rights Vermont
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Met online with Executive Director of DRVT. Goal of meeting was better understanding the needs of persons with disabilities in Vermont. Discussion included housing and support needs for persons with disabilities.
18	<b>Agency/Group/Organization</b>	Five Seasons Property Management
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with owner of property management company and rental properties. Goal of meeting was understanding barriers to creating more housing and housing affordability in Burlington.
19	<b>Agency/Group/Organization</b>	HOMESHARE VERMONT
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Met in-person with executive director of HomeShare Vermont. Goal of meeting was understanding the needs of older Vermonters and persons who may be experiencing challenges with independence in housing as well as persons who are seeking out an affordable living option.
20	<b>Agency/Group/Organization</b>	Howard Center
	<b>Agency/Group/Organization Type</b>	Services-homeless Health Agency

	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with 4 members of Howard Center's Street Outreach team. Goal of meeting was better understanding of the challenges and difficulties facing folks who are unhoused in Burlington. Howard Center is a designated provider of mental health and substance use services for Burlington.
21	<b>Agency/Group/Organization</b>	Neighborhood Planning Assembly Steering Committee
	<b>Agency/Group/Organization Type</b>	Planning organization Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Joined all wards Neighborhood Planning Assembly (NPA) online and CEDO staff joined in-person local NPA meetings. Goal of meetings was hearing from these representative groups as residents and interested parties about the housing and community development needs in Burlington.
22	<b>Agency/Group/Organization</b>	Pathways Vermont Inc.
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Services-homeless Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with direct service leadership team. Goal for interview was better understanding the needs of people experiencing homelessness especially persons with mental health and substance use challenges. Also visited briefly with individuals and staff in their community space that provides an alternative to traditional mental health services.
23	<b>Agency/Group/Organization</b>	Safe Harbor - Community Health Centers of Burlington
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health Health Agency

	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with Practice Manager of the Homeless Healthcare program. Goal for interview was to understand healthcare, housing and service needs for persons who are unhoused.
24	<b>Agency/Group/Organization</b>	Shoeless Property Management
	<b>Agency/Group/Organization Type</b>	Housing Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Phone meeting with owner of large number of residential properties in Burlington. Goal for interview was understanding housing needs from perspective of large property owner who has been in business multiple years.
25	<b>Agency/Group/Organization</b>	Spectrum Youth and Family Services, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In person meeting with operations director and clinical director of organization that provides a variety of supports including housing and service coordination for youth and young adults experiencing homelessness. Goal for interviews were to understand number and needs of community's unaccompanied youth experiencing homelessness.
26	<b>Agency/Group/Organization</b>	Steps to End Domestic Violence

	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Victims of Domestic Violence Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with executive director and leadership staff person. Goal for interview was information on supports for persons who are survivors of domestic violence and the challenges and struggles faced by persons who are leaving unsafe domestic experiences. Conversation included information about DV shelter and challenges with housing availability (not enough housing), substance use and mental health needs for survivors and their household members.
27	<b>Agency/Group/Organization</b>	Trusted Community Voices - CEDO
	<b>Agency/Group/Organization Type</b>	linguistic and cultural liaisons
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Market Analysis Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with five persons who serve as Trusted Community Voices - linguistic and cultural liaisons to several communities in Burlington. Goal of interview was information related to the housing and economic development needs of a more diverse range of Burlington residents, especially those who may not speak English as their first language or not be represented in other outreach efforts.
28	<b>Agency/Group/Organization</b>	Turning Point
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with executive director. Goal for interview was information on supports for persons who struggle with substance use; specifically peer abstinence models.
29	<b>Agency/Group/Organization</b>	U.S. Committee for Refugees and Immigrants Vermont
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-homeless Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with two staff members of USCRI. Goal of interview was information related to the housing and economic development needs of New Americans and immigrants. Discussion included needs of households which include members who are elderly and children, challenges with accessing housing, lack of large and appropriate housing, opportunities for employment that align with households responsibilities, challenges with financial poverty and other exceptional challenges faced by individuals served by USCRI.
30	<b>Agency/Group/Organization</b>	University of Vermont Medical Center
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Services-Health Health Agency Publicly Funded Institution/System of Care Major Employer

	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Meeting online with Emergency Department social work lead and additional online meeting with three members of medical center team in direct service and community liaison roles. Goal of meetings were information on public health needs, needs of individuals accessing short and long-term care at the hospital (ED and in-patient), needs that are bringing people into the hospital for care, challenges with discharging from care and how to better serve community members who are accessing the hospital.
31	<b>Agency/Group/Organization</b>	Vermont CARES
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with operations director of Vermont CARES. Goal of meeting was better understanding City's needs and available supports for persons with HIV/AIDS.
32	<b>Agency/Group/Organization</b>	Vermont Department for Children and Families
	<b>Agency/Group/Organization Type</b>	Services-Children Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with small group of providers who serve children involved with the foster care system and youth and young adults who are aging out of foster care. Goal of meeting was better understanding and identifying needs of families involved with the Department for Children and Families, children who are in foster care and young adults who are aging out of foster care services. Many served by this system of care have disabilities and housing insecurity.

33	<b>Agency/Group/Organization</b>	Vermont Interfaith Action
	<b>Agency/Group/Organization Type</b>	Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with six local faith leaders. Goal for meeting was information on community needs - highlighted areas of concern included lack of housing, displacement of people who are unhoused and camping, substance use services and safety and other needs of people in the community and persons experiencing financial poverty.
34	<b>Agency/Group/Organization</b>	Vermont Real Estate Cooperative, LTD
	<b>Agency/Group/Organization Type</b>	Housing Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with founding board member of VREC. Goal for interview was information on affordable housing models and creative solutions for addressing housing needs, maintaining affordable housing and addressing the needs of persons experiencing financial poverty. Also representative of a growing cooperative business in the community.
35	<b>Agency/Group/Organization</b>	Vermont Works for Women
	<b>Agency/Group/Organization Type</b>	Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Online meeting with executive director. Goal for interview was information on employment resources for women and underserved populations.

36	<b>Agency/Group/Organization</b>	Veterans Administration Lakeside Clinic
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health Other government - Federal
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Veterans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In-person meeting with person who is HUD VASH Program Coordinator, Health Care for Homeless Veterans Social Worker/Case Manager and VT VAHCS Coordinated Entry Representative & VT CoC Representative for Veterans. Communications via email and phone as well. Outcomes: Improved collaboration for needs of veterans experiencing homelessness and ongoing coordination of best practices and services for individuals in Burlington and throughout the state.

**Identify any Agency Types not consulted and provide rationale for not consulting**

There were no agencies not consulted in our process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Chittenden County Homeless Alliance	Shared goal of housing for everyone who is experiencing homelessness through a responsive, comprehensive and coordinated system of care.
Burlington, VT Climate Action Plan	City of Burlington	Providing a safe, comfortable living environment and sufficient housing for folks in Burlington impacted by the changing climate and persons who are moving to Burlington for its environment.
planBTV: Comprehensive Plan 2019 Update	City of Burlington	Shared goals and priorities of affordable housing, sufficient services, public facilities and infrastructure for the City's community members.
Housing for Vermonters w/Intellectual and Develop	Vermont Developmental Disabilities Council	Full title: Report: Service Supported Housing for Vermonters with Intellectual and Developmental Disabilities (I/DD) 2023 Research Brief. Consideration of housing needs and preferences for persons with I/DD in Burlington.
An Infrastructure Plan for a Sustainable City	City of Burlington	Shared goal of broadband access for all residents, management of public facilities and infrastructure to ensure resident safety and access.

**Table 3 – Other local / regional / federal planning efforts**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The citizen participation process can be summarized as followed:

- Citizen participation on the 2024-2028 Consolidated Plan was solicited through an online survey, meetings with more than fifty local organizations, in-person outreach to vulnerable communities, and public posters where participants were able to identify housing and community need priorities
- A public hearing was held in September 2025 to review the Consolidated Annual Performance and Evaluation Report (CAPER) and to hear any citizen input on housing and community development needs
- A notice about the availability of funds for CDBG was published online, in a local newspaper, and via direct email to nonprofits, City departments, and residents in December 2025
- Technical Assistance was offered to all applicants
- All applications were published online for review
- The CDBG Advisory Board, comprised of Burlington residents, Mayoral appointees, and state agency representative, held two meetings in February and March 2026 to determine funding recommendations, which were published online along with the draft Action Plan
- A public hearing was held on May 11<sup>th</sup>, 2026 to gather input on housing and community development needs, funding recommendations, and the Action Plan. The Plan was available for public comment for 30 days. The public hearing and public comment period were advertised via local news, email, social media, and the City website.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/ broad community	Public hearing soliciting feedback for the needs assessment portion of the Consolidated Plan hosted in conjunction with the City Council meeting 2/12/24.	Request for ongoing support for persons who are older and Cathedral Square Corporation. Questions regarding outreach to underserved and non-English speaking communities (CEDO shared outreach efforts including meeting with AALV, USCRI and Trusted Community Voices as well as survey translation).	All comments were accepted and considered in developing Consolidated Plan.	
2	Public Hearing	Non-targeted/ broad community	A public hearing was held in September 2025 to review the CAPER and to hear any citizen input on housing and	Question about the Neighborhood Revitalization Strategy Area (NRSA) and why we opted to have one. Also asked us to include a second map of the NRSA	All comments were accepted	

			community development needs	that includes street names.		
3	Newspaper Ad	Non-targeted/broad community	Notice of funding availability for the 2026 CDBG Action Plan was advertised on December 10, 2025 in the Seven Days paper to the general public.			
4	Other: Technical Assistance	Nonprofits & potential sub-grantees	Online and in-person technical assistance was available and offered to all CDBG applicants			
5	Internet Outreach	Non-targeted/broad community	The applications for CDBG funding were placed on the CEDO/City of Burlington website. The applications remain available for view online.			<a href="http://www.burlingtonvt.gov/cedo">www.burlingtonvt.gov/cedo</a>

6	Newspaper Ad	Non-targeted/broad community	An ad was placed in Seven Days newspaper on April 22, 2026 as a legal notice for the public comment period and public hearing for the 2026 Action Plan			
7	Internet Outreach	Non-targeted/broad community	The 2026 Action Plan was published online on the CEDO/City of Burlington website during the public comment period. Over 100 individuals and nonprofits, in addition to the CoC, received an email link to the Plan.			<a href="http://www.burlingtonvt.gov/cedo">www.burlingtonvt.gov/cedo</a>

8	Public Hearing	Non-targeted/broad community	A public hearing was held on May 11, 2026. Attendance included members of the City Council and City Staff as well as members of the public.	TBD	TBD	
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**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

CDBG and HOME Program funding are critical for assisting the City of Burlington with addressing its needs for affordable housing and community development. The anticipated funding amounts for the remainder of the Consolidated Plan are projections based on current year awards. There are a multitude of factors that affect HUD allocations each year and future funding is uncertain.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$765,285	\$0	\$70,000	\$835,285	\$1,419,198	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$339,484.35	\$0	\$0	\$339,484.35	\$717,060	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City anticipates leveraging additional funds and resources to support priority needs identified in this plan and satisfy matching requirements of these funds. Additional resources and approximate values over the duration of the City's Consolidated Plan (2024-2028) are listed below:

- McKinney-Vento funds under the HEARTH Act - \$6,000,000
- Lead Hazard Control Grant - \$4,301,890
- Healthy Homes Supplemental Funding - \$529,000
- Low Income Housing Tax Credits - \$15,950,000 (this is a statewide allocation)
- City of Burlington Housing Trust Fund - \$5,825,000
- Burlington Housing Authority rental subsidies - \$125,000,000

The City will meet or exceed the requirement that “contributions must total not less than 25% of funds drawn from the jurisdiction’s HOME Investment Trust Fund Treasury account in that fiscal year,” excluding funds drawn for administrative and planning costs pursuant to 24 CFR 92.207. Sources of matching funds include, but are not limited to, funds administered by the Vermont Housing and Conservation Board, the Burlington Housing Trust Fund, waiver of impact fees, and Burlington Electric Department energy efficiency grants to affordable housing projects.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City is utilizing City-owned land to house shelter pods that provide temporary housing to persons experiencing homelessness in the community. This location is within the City's NRSA and the City hopes to partner with a non-profit housing developer to build permanent affordable housing at the site in the future.

## **Discussion**

CDBG's anticipated resources includes \$70,000 of prior year resources - 2023 funds that were originally allocated to Champlain Housing Trust's Housing Initiatives Program that did not move forward. Therefore, these funds have been reallocated in the current Action Plan to a microenterprise food incubator project that will be designed and managed by grantee staff. This funding adjustment will be accurately reflected in the City's 2026 Consolidated Annual Performance and Evaluation Report (CAPER) – Report #PR26. See "Projects" section below for more details on these activities.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create New Affordable Housing	2024	2028	Affordable Housing Homeless	City-Wide NRSA	Affordable Housing Addressing Homelessness	CDBG: \$0 HOME: \$254,613.27	Rental units constructed: 4 Household Housing Unit
2	Improve Existing Affordable Housing	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs	City-Wide NRSA	Affordable Housing Addressing Homelessness	CDBG: \$0 HOME: \$50,922.65	Rental units rehabilitated: 5 Household Housing Unit
3	Public Services	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-Wide NRSA	Affordable Housing Addressing Homelessness Community Services and Safety	CDBG: \$93,292 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 1,430 Persons Assisted

4	Economic Development	2024	2028	Non-housing community development	City-Wide NRSA	Economic Development	CDBG: \$383,329 HOME: \$0	Businesses assisted: 291 Businesses Assisted
5	Improve Economic Opportunities	2024	2028	Non-housing community development	City-Wide	Economic Development	CDBG: \$21,500 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 95 Persons Assisted
6	Improve Public Facilities and Infrastructure	2024	2028	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-Wide	Addressing Homelessness Affordable Housing Public Facilities and Infrastructure Improvements	CDBG: \$217,164 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 35,420 Persons Assisted
7	Planning and Administration	2024	2028	Other	City-Wide	Planning and Administration	CDBG: \$120,000 HOME: \$33,948.43	Other: 1 Other

**Table 6 – Goals Summary**

## Goal Descriptions

1	Goal Name	Create New Affordable Housing
	Goal Description	During this Action Plan, HOME funds will be used for the construction of approximately 4 new affordable housing units.
2	Goal Name	Improve Existing Affordable Housing
	Goal Description	During this Action Plan, HOME funds will be used to rehabilitate approximately 5 housing units.
3	Goal Name	Public Services
	Goal Description	During this Action Plan, CDBG funds have been allocated to Steps to End Domestic Violence-Safe Tonight which provides services and shelter to survivors of domestic violence; to Pathways-Permanent Supportive Housing Services in Chittenden County which provides permanent housing placement along with intensive community-based services for individuals with histories of homelessness; to CVOEO-Volunteer Income Tax Assistance (VITA) which provides free tax preparation and electronic filing services for low-mod-income households; and to Village Hydroponics to support a Community Hydroponics & Winter Food Access Program
4	Goal Name	Economic Development
	Goal Description	During this Action, CDBG funds will be used to fund three microenterprise assistance programs, CVOEO-Micro Business Development Program, Mercy Connections-Small Business Equity Project, and the City's business support team will provide technical assistance to small businesses and entrepreneurs. Additionally, CDBG funds will support South End Arts & Business Association's Creative Microbusiness Incubator project and a Microenterprise Food Incubator Project that will be created and managed by CEDO's Business & Workforce Development team
5	Goal Name	Improve Economic Opportunities
	Goal Description	During this Action Plan, CDBG funds will be allocated to Lund's Parent Child Center and Clinical Treatment Services Program which provides childcare services, resources, and mental health treatment for vulnerable children and families
6	Goal Name	Improve Public Facilities and Infrastructure
	Goal Description	During this Action Plan, CDBG funds will be allocated to CVOEO for the rehabilitation of a commercial space to accommodate a new food hub and; to Winooski Valley Park District for the Phase II renovation of the Ethan Allen Homestead Museum Barn

7	Goal Name	Planning and Administration
	Goal Description	To support the capacity of the nonprofit institutional delivery structure in the City; pursue State and Federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support affordable housing efforts in the City.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)**

It is anticipated that HOME funds will directly assist the construction of 4 new permanently affordable units and the rehabilitation of 5 rental units for extremely low-income, low-income, and moderate-income families.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

This part of the Action Plan provides a summary of the eligible projects and activities that will take place during the program year to address the priority needs and specific objectives outlined in the Strategic Plan. The eligible projects are associated with at least one priority need and at least one or more goals.

#### Projects

#	Project Name
1	Affordable Housing
2	Public Facilities & Infrastructure
3	Microenterprise/Economic Development
4	Public Service
5	Admin and Planning

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are based on the City's 2024 Consolidated Plan Needs Assessment, the extensive public participation process including in-person interviews and surveys directed at Burlington community partners and all Burlington residents, the City's 2024 Strategic Plan, and the CDBG Advisory Board's recommended awards to local non-profits.

The biggest obstacle to addressing underserved needs continues to be insufficient funding resources. The City will continue to pursue additional federal, state, and private resources but does not expect to overcome the obstacle of declining local and federal resources.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Affordable Housing
	<b>Target Area</b>	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	<b>Goals Supported</b>	Create New Affordable Housing Improve Existing Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing Addressing Homelessness
	<b>Funding</b>	CDBG: \$0 HOME: \$305,535.92
	<b>Description</b>	To create/sustain affordable housing units through rehab and/or construction.
	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	<u>9 low-moderate income households:</u> HOME projects: 9 housing units (projects TBD)
	<b>Location Description</b>	Scattered sites – City-Wide and NRSA
	<b>Planned Activities</b>	\$305,535.92 HOME projects - TBD
2	<b>Project Name</b>	Public Facilities & Infrastructure
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Improve Public Facilities & Infrastructure

	<b>Needs Addressed</b>	Community Services and Safety Public Facilities and Infrastructure Improvements
	<b>Funding</b>	CDBG: \$217,164
	<b>Description</b>	To rehabilitate a commercial space to accommodate a new food hub and; to renovate the Museum Barn at Ethan Allen Homestead Park.
	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Champlain Valley Office of Economic Opportunity (CVOEO) – South End Food Hub Project: City-Wide benefit Winooski Valley Park District (WVPD) – Ethan Allen Homestead Museum Barn Renovation Phase II: City-Wide benefit
	<b>Location Description</b>	City- Wide
	<b>Planned Activities</b>	\$142,000 CVOEO – South End Food Hub Project \$75,164 WVPD – Ethan Allen Homestead Museum Barn Renovation
3	<b>Project Name</b>	Microenterprise/Economic Development
	<b>Target Area</b>	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	<b>Goals Supported</b>	Economic Development
	<b>Needs Addressed</b>	Economic Development
	<b>Funding</b>	CDBG: \$383,329
	<b>Description</b>	To fund three microenterprise assistance programs: Mercy Connections Small Business Equity Project; CVOEO Financial Futures: Microbusiness Development Program; and the City's Business and Workforce Development's Microenterprise Technical Assistance Program and; to fund two microenterprise incubator projects.

	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	291 low-moderate income business owners supported: Mercy Connections Small Business Equity Project: 100 CVOEO Financial Futures: Microbusiness Development Program: 60 Business and Workforce Development Microenterprise Technical Assistance Program: 30 Business and Workforce Development Microenterprise Food Incubator Project: 1 South End Arts & Business Association Creative Microbusiness Incubator Project: 100
	<b>Location Description</b>	City-Wide and NRSA
	<b>Planned Activities</b>	\$75,000 - Mercy Connections Small Business Equity Project \$72,761 - CVOEO Financial Futures: Microbusiness Development Program \$65,000 - Business and Workforce Development Microenterprise Technical Assistance Program \$142,118 - Business and Workforce Development Microenterprise Food Incubator Project \$28,450 - South End Arts & Business Association Creative Microbusiness Incubator Project
4	<b>Project Name</b>	Public Services
	<b>Target Area</b>	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	<b>Goals Supported</b>	Public Services Improve Economic Opportunities
	<b>Needs Addressed</b>	Affordable Housing Addressing Homelessness

	Community Services and Safety Economic Development
<b>Funding</b>	CDBG: \$114,792
<b>Description</b>	To provide funds to Steps to End Domestic Violence - Safe Tonight, which provides services and shelter to women and children fleeing domestic violence; to Pathways-Permanent Supportive Housing Services in Chittenden County, which provides permanent housing placements along with intensive community-based services for individuals with histories of homelessness; to CVOEO - Volunteer Income Tax Assistance (VITA), which provides free tax preparation and electronic filing services for low/mod-income households; to Village Hydroponics – Community Hydroponics & Winter Food Access Program, which provides free winter produce distributions with community-based hydroponic education to strengthen food security; and to Lund’s Parent Child Center and Clinical Treatment Services program, which provides childcare services, resources, and mental health treatment for vulnerable children and families
<b>Target Date</b>	6/30/2027
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1,525 low-moderate income individuals: <ul style="list-style-type: none"> <li>• CVOEO Volunteer Income Tax Assistance: 800</li> <li>• Lund’s Parent Child Center and Clinical Treatment Services: 95</li> <li>• Steps to End Domestic Violence Safe Tonight: 520</li> <li>• Village Hydroponics Winter Food Access Program: 65</li> <li>• Pathways Permanent Supportive Housing Services in Chittenden County: 45</li> </ul>
<b>Location Description</b>	City-Wide & NRSA
<b>Planned Activities</b>	\$14,500 - CVOEO Volunteer Income Tax Assistance (VITA) \$21,500 – Lund’s Parent Child Center and Clinical Treatment Services \$36,292 - Steps to End Domestic Violence Safe Tonight

		\$11,500 – Village Hydroponics Winter Food Access Program \$31,000 – Pathways Permanent Supportive Housing Services in Chittenden County
5	<b>Project Name</b>	Admin and Planning
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	CDBG: \$120,000 HOME: \$33,948.43
	<b>Description</b>	Administration funding for CDBG and HOME grants.
	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	City-Wide
<b>Planned Activities</b>	To support the capacity of the nonprofit institutional delivery structure in the City; pursue State and Federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support affordable housing efforts in the City.	

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Burlington's Neighborhood Revitalization Strategy Area was approved in January 2006 and reapproved with the 2018 Consolidated Plan. A revised NRSA was approved with the 2024 Consolidated Plan that focuses solely on Burlington's Old North End neighborhood which includes census tract 42, the western portion of census tract 6 and the southern portion of census tract 3. The NRSA as a whole is primarily residential, with 75% of parcels being residential units. The NRSA contains 75% low- and moderate-income residents (based on HUD's low- and moderate-income area data) with approximately 30% of the total population in the NRSA living below the federal poverty level.

### Geographic Distribution

Target Area	Percentage of Funds
NEIGHBORHOOD REVITALIZATION STRATEGY AREA	37
City-Wide	63

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The rationale for allocating investments into the NRSA is based on low-and moderate-income residential density and the need to create or improve affordable housing units, the need for neighborhood facility upgrades and expansion of services, and the need for microenterprise expansion and support. These needs were considered and assessed through the City's 2024 Consolidated Plan public participation process, the CDBG RFP response from community non-profits, and an assessment of the housing market in the area which shows a concentration of old homes in need of maintenance.

Nonetheless, CDBG and HOME resources may be directed to projects outside of the NRSA based on individual household needs and on the City's desire to have affordable housing, economic opportunity, and a suitable living environment available to low- and moderate-income residents living throughout the city.

### Discussion

Data sources – ESRI; US Census ACS 2022, 2011-2015 ACS

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

This section of the Action Plan specifies the goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	9
Special-Needs	
Total	9

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	4
Rehab of Existing Units	5
Acquisition of Existing Units	
Total	9

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

HOME funds will be used for the construction and rehabilitation of 9 affordable housing units. HOME funded projects are TBD since applications are open and received on a rolling basis throughout the program year.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Burlington Housing Authority (BHA) has successfully converted all of its housing properties to the HUD Rental Assistance Demonstration (RAD) program, meaning that there is no public housing in Burlington. Nonetheless, the City of Burlington has taken steps to support the success of BHA-owned properties in Burlington; for instance, in the last year the City has leveraged monies from its Housing Trust Fund to support security improvements at a BHA-owned property downtown.

### **Actions planned during the next year to address the needs to public housing**

Our jurisdiction no longer has any public housing units.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

As noted, the City no longer has any public housing units. However, staff at BHA continue to support residents in various ways. They support Resident Advisory Board meetings, have sponsored a number of on- and off-site health and wellness events, and support tenant organizational initiatives at LIHTC properties.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Burlington Housing Authority is designated as a High Performer.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

In this section of the Plan, the City addresses the one-year goals and specific activities planned this program year to carry out the homeless strategy outlined in the Strategic Plan for the City's Five-Year Consolidated Plan. Activities that will address outreach, emergency shelter, transitional housing, homelessness prevention, housing placement, supportive housing and independent living are listed below and under the project section.

Goals and actions for this program year are described in the “Discussion” section.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Burlington is working to implement a ten-point action plan that addresses homelessness and recognizes housing as a human right. Much of this work is done in coordination with the Chittenden County Homeless Alliance (CCHA), a HUD-recognized Continuum of Care that aims to make homelessness rare and brief for persons in Burlington and throughout Chittenden County. The CCHA, working in collaboration with partner agencies, coordinates outreach and needs assessment efforts among persons experiencing homelessness in Burlington, and will continue this work in the upcoming program year. CCHA operates a Coordinated Entry System (CES) that models a no-wrong-door approach to accessing the CES; service providers and community partners throughout Chittenden County are Access Points to the CES (including Vermont 211 as a virtual access point), allowing individuals and families experiencing a housing crisis to be directly engaged and linked to the CES. The CES matches households experiencing homelessness with eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing navigator and added to a master list of homeless households which is reviewed weekly by CES partners for housing opportunities. Currently, eligible households include HUD-defined “literally homeless” and “imminent risk” households.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

There are a number of facilities in Burlington and neighboring communities that help to address the emergency shelter and transitional housing needs of persons experiencing homelessness.

COTS Waystation and the City’s Elmwood Community Emergency Shelter both serve single adults. COTS also operates the Firehouse and Main Street Family Shelters for households with children. Steps to End Domestic Violence (known as Steps) operates a 21-room emergency shelter serving women and children experiencing homelessness. Survivors are served through the Safe Tonight program in partnership with Economic Services. Spectrum Youth and Family Services operates a shelter for young persons experiencing homelessness. Participants are offered case management and housing search assistance to facilitate moving into transitional or permanent housing. Champlain Housing Trust (CHT) operates a

shelter in a neighboring town that provides some medical respite beds. ANEW Place offers a longer-term sober shelter in Burlington that provides guests with case management and community supports. The low-barrier shelter at Champlain Place, operated by Champlain Valley Office of Economic Opportunity (CVOEO) and CHT underwent renovations, supported in part by City CDBG funds. The State of Vermont continues to operate a limited General Assistance program that provides emergency housing to vulnerable populations.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

CCHA coordinates the implementation of a housing and service system (from outreach to housing to services) that meets the needs of individuals and families experiencing homelessness in the county. Street outreach teams, Vermont 211, and daytime shelter providers all work to connect with those experiencing homelessness and to identify their needs and required services. Housing providers aim to rapidly rehouse, stabilize, or provide housing to persons in need, while supportive services agencies provide case management and additional services. Providers serve chronically homeless persons, families with children, veterans, unaccompanied youth, and those at risk of homelessness. In response to low vacancy rates in its jurisdiction, the CoC increasingly emphasizes the importance of housing retention services, including case management. Partner agencies are also actively working with local landlords to reduce the barriers to renting to chronically homeless persons.

CoC partners work to serve specific subpopulations. For instance, each CoC program that serves children has children's advocates or specially trained staff to ensure that children's needs are met. Other partner agencies provide emergency services to youth ages 16-22 who are experiencing or at risk of homelessness, including emergency shelter and transitional housing, counseling, case management, medical services, educational planning, and employment support, among other things.

The CoC partners work with local, state, and federal organizations to combat homelessness among veterans and maintain the federal benchmarks that show veteran homelessness is brief and rare. Increased outreach to veterans at shelters resulted in an uptick in enrollment in VA care, and many veterans are now housed through VA housing programs. CDBG funds have been targeted to address emerging needs identified through the CoC. Public service funds were used to fund housing navigation for permanent supportive housing programs.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address**

**housing, health, social services, employment, education, or youth needs.**

There are several agencies operating in Burlington that administer programs and provide services to help prevent households from becoming homeless. These include both programs that provide general assistance and those designed to support members of specific populations. Chittenden Community Action (CCA), operated by CVOEO, works with households to provide back rent, first month's rent, security deposits, or short-term rental subsidies. They also provide housing navigation services, including advocacy and referral to other support services. Additional assistance with utility bills is provided by the water resources division and Burlington Electric Department. Youth exiting foster care in Vermont have access to several supports, which provide case management and connect youth formerly in foster care with long-term rental assistance through local housing authorities. Vermont Department of Corrections (VDOC) funds transitional housing programs for individuals re-entering the community from incarceration, which assist with housing search and retention and provide support to individuals with serious mental health challenges and previous experiences of homelessness. Persons discharged from a mental health treatment program or community bed receive state-funded assistance with housing costs.

**Discussion**

The City has identified several goals and actions related to homeless and other special needs populations for the upcoming program year: the City will continue to fund a low-barrier shelter community located on City-owned property. Guests have access to onsite supportive services; HOME-funded rental housing development projects are required to set aside at least 20% of the total units for households exiting homelessness; CDBG funding will enable several organizations to continue to provide services to vulnerable individuals and households, including persons fleeing domestic violence, and households experiencing homelessness.

The City of Burlington shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Burlington has addressed the barriers to affordable housing under the Market Analysis and Strategic Plan sections of the 2024 Consolidated Plan. There is a limited supply of housing units at all levels of the market and a low vacancy rate exacerbates this challenge. Impacts of pandemic-era changes include an influx of new residents and a stop to new construction and rehabilitation. Other factors impacting the City's housing stock include: the age of the housing stock (one of the oldest in the nation), a high proportion of college and graduate students living off-campus, and changes in household composition - Burlington's average persons per housing unit is 2.13, below the national average of 2.51. Burlington has a significantly higher percentage of renters compared to owners and rent rates have increased significantly in recent years. Public policies that are controlled at the local level which impact the cost of housing include policies on historic preservation, lead-based paint safety practices, zoning restrictions such as minimum lot coverage, limitations on number of units, set-back requirements, height restrictions, fire-safety policies limitations, and others. Older homes need energy efficiency upgrades, lead-based paint hazard reduction, and other rehabilitation to make them safe, affordable and sustainable over the long term.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In the last several years, the City has implemented various strategies to remove or ameliorate the negative impact of public policies that serve as barriers to affordable housing, including the establishment of short-term rental regulations and zoning reforms that aim to facilitate the construction of a greater volume and variety of housing types. Upcoming and in-progress actions to further ameliorate the negative impact of public policies that serve as barriers to affordable housing include updates to the City's Inclusionary Zoning ordinance and further zoning updates to streamline the permitting process and increase allowed density. Statewide, recently passed legislation aims to reform the state permitting process and facilitate denser development in areas earmarked for growth.

### **Discussion:**

The City of Burlington and, more broadly, the State of Vermont, recognize the need to take action to remove or ameliorate the negative impacts

restrictive policies can have on affordable housing production. Recent steps have yielded some progress, although more remains to be done. Examples include:

- Updates to the City of Burlington's zoning ordinance related to Accessory Dwelling Units (ADUs) have resulted in a modest increase in the creation of ADUs citywide.
- Statewide broadening of priority housing project exemptions from statewide permitting have resulted in the construction of several large multi-unit rental buildings in Burlington, all of which include designated affordable units.
- The introduction of an ordinance to regulate short-term rentals within the city has resulted in a reduction in the number of short-term rentals operating in the city, increasing the supply of permanent housing and significantly increased revenue for the City's Housing Trust Fund, which is invested in affordable housing projects.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Burlington aims to spend over 95% of CDBG expenditures assisting low-and moderate-income residents. The City will continue its commitment to the preservation of affordable housing units and actions that will foster and maintain affordable housing in Burlington. In addition, the City, through the Community & Economic Development Office, will diligently work to reduce lead-based paint hazards in the homes of local residents. The activities listed in this Action Plan work to reduce the number of households in poverty; and with enhanced coordination with nonprofit partners, services will have a greater impact on this goal.

### **Actions planned to address obstacles to meeting underserved needs**

The principal obstacle to meeting underserved needs continues to be insufficient resources. To help address this obstacle, the City will take the following actions: continue to grow the grand list and to pursue additional federal, state, and private resources; work with partners to examine obstacles such as benefits cliffs and to advocate for appropriate policy changes; encourage local agencies to deliver services in a cost-effective and efficient manner, prioritize resources to serve those most in the need, and focus on collaboration between local agencies.

### **Actions planned to foster and maintain affordable housing**

The City is engaged in various actions to foster and maintain affordable housing, including: maintain the City's Homelessness and Community Health Manager position to provide a single point of accountability for expanded community effort towards reducing homelessness; maintain the Elmwood shelter pods community and investigate developing permanent affordable housing at the City-owned site; invest increased City Housing Trust Fund resources into affordable housing and services for persons experiencing homelessness; continue pre-development and planning of a mixed-use Enterprise Innovation District in the South End and the redevelopment of the downtown Memorial Block area.

### **Actions planned to reduce lead-based paint hazards**

In December 2024, the City of Burlington's Lead Program received \$4,301,890 in lead hazard control funds and \$529,000 in healthy homes supplemental funding to make other health related improvements for residents such as addressing asthma triggers, improving indoor air quality, asbestos and mold testing and abatement. From July 1, 2026 – June 30, 2027, the Burlington Lead Program plans to evaluate 48 units for lead-based paint and other health hazards, reduce lead-based paint hazards in approximately 30 housing units and reduce other health hazards in 25 housing units, conduct 16 community outreach and education events, and provide lead-safety training to approximately 50 individuals.

### **Actions planned to reduce the number of poverty-level families**

All of the activities funded through the City's CDBG and HOME programs are ultimately directed at reducing the number of people living in poverty, providing for basic needs, or preventing individual/family poverty in Burlington. Specific details of the proposed initiatives are described in the project section of this Action Plan.

### **Actions planned to develop institutional structure**

This program year, the City aims to:

- Effectively adapt CEDO's institutional structure to meet the needs of vulnerable populations in a challenging funding landscape by finding ways to implement and monitor programs more efficiently.
- Support the Chittenden County Homeless Alliance (CCHA) as it works to implement its recently adopted five-year strategic plan.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

This program year, the City aims to:

- Continue to work with CCHA to ensure that affordable housing developments in the City dedicate a percentage of units to households exiting homelessness, in partnership with Coordinated Entry.
- Develop programming to encourage private landlords, especially those who own and/or manage City of Burlington Inclusionary Zoning units, to house more tenants with rental assistance.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

This section details the specific requirements of the CDBG and HOME programs.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
<b>Total Program Income</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
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## **HOME Investment Partnership Program (HOME)**

### **Reference 24 CFR 91.220(l)(2)**

#### **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

All HOME funds are invested in a manner consistent with 24 CFR 92.205(b)(1). Specifically, HOME funds are invested in interest-bearing and non-interest-bearing amortizing loans and in deferred loans and grants.

#### **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

For homebuyer projects where the Program provides HOME funds for low-interest loans for eligible homebuyers to assist with down payment and closing costs on eligible two to four-unit owner-occupied properties, the Program uses “recapture” provisions per 92.254(a)(5)(ii). These loans are secured by subordinate mortgages. When properties assisted with HOME funds for this purpose are sold, transferred, or if the primary residency is violated, then the full amount of the loan plus any accrued interest is to be repaid to the Program. Only the direct subsidy (down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property and the reduced sales price attributable to HOME development assistance) is subject to recapture. However, the recapture amount shall not exceed the amount available from net proceeds. The net proceeds are the sales price minus loan repayment(s) (other than HOME funds) and closing costs. If this repayment occurs during the Home Affordability Period (HAP), then the funds are not considered to be program income. If this repayment occurs after the HAP, then the funds are considered to be program income. The written agreements shall include language that makes it clear that recaptured funds after the HAP shall be considered program income.

When a property owner assisted with HOME funds for this purpose refinances their principal mortgage, the Program shall consider executing a subordination agreement upon receiving a written request with sufficient documentation on current fair market value and proposed refinancing amount. When considering such requests to subordinate its HOME mortgage, the Program shall require that the loan-to-value ratio be no greater than 100%.

#### **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

The City's guidelines for resale and recapture follow the provisions detailed in 92.254(a)(5)(i) when HOME funds are used.

#### **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Multi-family projects developed by local housing organizations that receive HOME funds for rehabilitation may utilize HOME funds to refinance existing

debt, consistent with 24 CFR 92.206(b)(2).

**If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

N/A

**If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

N/A

**If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**

N/A

**Discussion:**

Eligible applicants for HOME funding are non-profit or other affordable housing developers who are engaged in the creation of new affordable housing projects or repair and renovation of existing affordable housing. Funding applications are accepted on a rolling basis and contact information for submitting interest is available on the City's website, by contacting housing program staff, or visiting CEDO's office in City Hall.

# Legal Notices

PLACE AN AFFORDABLE NOTICE AT:  
[SEVENDAYSVT.COM/LEGAL-NOTICES](http://SEVENDAYSVT.COM/LEGAL-NOTICES)  
OR CALL 802-865-1020, EXT. 142.

## [CONTINUED]

Comments must specify which Notice they are addressing—the Finding of No Significant Impact or the Request for the Release of Funds.

### Environmental Certification

The Agency is certifying to HUD that *Ann Kroll*, in their official capacity as *Director of Federal Programs*, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Agency's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Agency to use the CDBG funds.

### Objections to Release of Funds

The Agency will accept objections to its release of funds and the Agency's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer, *Ann Kroll, Director of Federal Programs*; (b) the Town has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Agency; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the Attn: Grace Vinson, Environmental Officer, Agency of Commerce and Community Development, One National Life Drive, Davis Building, 6th Floor, Montpelier, Vermont 05620. Potential objectors should contact the Agency to verify the actual last date of the objection period.

### NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

#### STATE OF VERMONT

April 22, 2026,

Jeremiah Ward  
WISP Director  
Cooperative Development Institute  
P.O. Box 1051  
Northampton, MA 01061-1051

Vermont Agency of Commerce and Community Development  
Grace Vinson, Environmental Officer  
1 National Life Drive  
Montpelier, Vermont 05620  
(802) 622- 4336

### Request for Release of Funds

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the Cooperative Development Institute and the State of Vermont Agency of Commerce and Community Development (Agency).

On or about May 15, 2026 the organization of *Cooperative Development Institute* will submit a request to the *Vermont Agency of Commerce and Community Development (the Agency)* to release the *Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (PL 93-383), the National Affordable Housing Act, as amended, to undertake a project known as the Westons Cooperative Infrastructure Project for the purpose of upgrading drinking water and storm water infrastructure to help preserve affordable housing. The project is located at 94 3rd Street Berlin, VT 05602. The*

*total estimate cost of the project is approximately \$3,4MM, which includes \$1,325,000 (ARPA HH), \$795,719 (VHCB HUD Community Project Funding, B-23-CP-VT-1500), \$261,945 (HUD PRICE funding, B-23-PR-25-0002), and \$980,687 (3-Acre MHC Stormwater Construction Initiative).*

*The project, a residential mobile home cooperative, exists within the 100- and 500-year floodplain of the Dog River. HUD's 8-Step Guidance has been undertaken and mitigation measures include a flood insurance policy on proposed infrastructure and placing underground storage tanks at an elevation outside of the floodplain that will eliminate the need for locating pressurization equipment within the floodplain.*

### Finding of No Significant Impact

The Cooperative Development Institute and Agency have determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR), which will be made available to the public for review either electronically or by U.S. mail. Please submit your request by U.S. mail to Environmental Officer, Department of Housing and Community Development, National Life Building, One National Life Drive, Davis Building 6th floor, Montpelier, Vermont 05620 or via email at [Grace.Vinson@vermont.gov](mailto:Grace.Vinson@vermont.gov).

### Public Comments

Any individual, group, or agency may submit written comments on the ERR to the Agency, Attn: Environmental Officer, Agency of Commerce and Community Development, Department of Housing and Community Development, One National Life Drive, Davis Building, 6th Floor, Montpelier, Vermont, 05620 or via email at [grace.vinson@vermont.gov](mailto:grace.vinson@vermont.gov). All comments received by May 7, 2026, will be considered by the Department prior to authorizing a request for release of funds. Comments must specify which Notice they are addressing—the Finding of No Significant Impact or the Request for the Release of Funds.

### Environmental Certification

The Agency is certifying to HUD that *Ann Kroll*, in their official capacity as *Director of Federal Programs*, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Agency's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Agency to use the CDBG funds.

### Objections to Release of Funds

The Agency will accept objections to its release of funds and the Agency's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer, *Ann Kroll, Director of Federal Programs*; (b) the Town has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Agency; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

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should contact the Agency to verify the actual last date of the objection period.

### STATE OF VERMONT SUPERIOR COURT FAMILY DIVISION CHITTENDEN UNIT DOCKET NOS. 25-JV- 00385/00386 IN RE: A.T. AND K.T.

#### NOTICE OF HEARING

TO: Ryan Tomasi, you are hereby notified that a hearing to terminate your parental rights to A.T. and K.T. will be held on May 19, 2026 at 8:30 a.m. and May 26, 2026 at 8:30 a.m. at the Vermont Superior Court, Chittenden Family Division, at 32 Cherry Street, Suite 200, Burlington, Vermont 05401. You are notified to appear in connection with this case. Failure to appear at this hearing may result in termination of your parental rights to A.T. and K.T.. The State is represented by the Attorney General's Office, HC 2 North, 280 State Drive, Waterbury, VT05671-2080.

Electronically signed pursuant to V.R.E.F. 9(d)

/s/ Kate Gallagher  
Kate Gallagher  
Superior Court Judge  
4/15/2026

### LEGAL NOTICE CITY OF BURLINGTON ONE-YEAR ACTION PLAN

The City of Burlington is soliciting input in connection with the development of its 2026 One-Year Action Plan for Housing & Community Development (Action Plan), as part of federal requirements under 24 CFR Part 91.105 for planning and allocation of federal funds from Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other U.S Department of Housing and Urban Development administered programs. The City anticipates receiving \$765,285 in CDBG entitlement funds and \$339,484.35 in new HOME funds to support housing, community and economic development activities for the 2026 program year (7/1/2026 - 6/30/2027).

On Monday, May 11th, 2026 there will be a Public Hearing before the Burlington City Council to hear comments on housing and community development needs, and the draft 2026 Action Plan. More information on the City Council meeting can be found online at [www.burlingtonvt.portal.civicclerk.com](http://www.burlingtonvt.portal.civicclerk.com). The Action Plan is available online at [www.burlingtonvt.gov/cedo](http://www.burlingtonvt.gov/cedo) or at the Community & Economic Development Office, 149 Church Street, 3rd Floor. The public is encouraged to review the Action Plan and funding recommendations, attend the Public Hearing, and comment. Written comments will also be accepted on the Action Plan through May 22nd, 2026 via email at [ccurtis@burlingtonvt.gov](mailto:ccurtis@burlingtonvt.gov). For more information, or information on alternative access, contact Christine Curtis, Community & Economic Development Office, (802) 735-7002.

### CITY OF BURLINGTON IN THE YEAR TWO THOUSAND TWENTY-SIX AN ORDINANCE IN RELATION TO CDO-TDM EXEMPTIONS FOR AFFORDABLE HOUSING ZA-26-03

ORDINANCE 6.10  
Sponsor: Office of City Planning, Ordinance Committee  
Public Hearing Dates: 04/13/26  
First reading: 03/23/26  
Referred to: Ordinance Committee  
Rules suspended and placed in all stages of passage:  
Second reading: 04/13/26  
Action: adopted  
Date: 04/13/26  
Signed by Mayor: 04/16/26  
Published: 04/22/26  
Effective: 05/12/26

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.

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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:

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).

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

Department: CEDO Submitter: Christine Curtis  
 Public Hearing: Community Development Block Grant and HOME Investment Partnerships Proposed Allocations for the 2026 Action Plan for Housing & Community Development  
 Title/Subject: Development

	Approval:	Meeting Date:
<input type="checkbox"/>	Board of Finance	Click or tap to enter a date.
<input checked="" type="checkbox"/>	City Council**	5/11/2026
<input type="checkbox"/>	Concurrent	Click or tap to enter a date.

\*\*This is not an approval item – public hearing only

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	4/30/2026	Will Clavelle, Interim CEDO Director
Mayor’s Office informed and approved memo	Yes	4/30/2026	Kara Alnasrawi, Interim Chief of Staff
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/30/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	4/30/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

**Materials Included**

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Public Hearing item only
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



**To:** City Council  
**From:** Kara Alnasrawi, CEDO Director  
Gummi Jonsson, Real Estate Development Manager, CEDO  
**CC:** Katherine Schad, Chief Administrative Officer  
Chapin Spencer, Director of Public Works  
Charles Dillard, Director of City Planning

**Date:** May 11, 2026

**RE:** SECORD Phase 1 Development Agreement

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## **Background**

SECORD represents one of the largest coordinated redevelopment opportunities currently underway in Vermont and builds on several years of planning and predevelopment work led by the City and its partners. In March 2019, the City adopted planBTV South End, establishing a framework for housing, infrastructure, mobility, and brownfield redevelopment in the South End. In January 2023, the City entered into a Memorandum of Understanding with Ride Your Bike LLC and Champlain College to guide a coordinated planning process for the area surrounding 68 Sears Lane. City Council subsequently approved the South End Innovation District zoning overlay in July 2023, and the State designated the area as a Neighborhood Development Area in November 2023. On March 11, 2024, City Council approved the SECORD Pre Development Agreement, authorizing a structured predevelopment phase including site planning, infrastructure design, and financial analysis.

Phase 1 of the SECORD development will transform a surface parking area into a mixed income residential building with more than 200 homes, new public streets, and infrastructure that will enable additional housing development across the surrounding parcels. The proposed Development Agreement establishes the framework for delivering this first phase and advancing the broader redevelopment of the SECORD site. This initial phase directly advances the Administration's priorities around increasing housing supply by delivering mixed income housing at scale while unlocking future phases of development across the district.

This memo provides an overview of the proposed Development Agreement between the City of Burlington and Ride Your Bike LLC (RYB, an entity owned by Russ Scully) and RYB Building A LLC (an entity owned by Jonathan Rose Companies and RYB that will complete the first phase of development).

The City's negotiating team has been led by Gummi Jonsson, real estate development consultants Samantha Dunn and Jeff Glassberg, and attorney Jeremy Farkas. The team has been working with the developer since the beginning of the year to assemble the structure of the agreement and align it with the City's housing, infrastructure, and financing objectives.

### **Project Overview**

Phase 1 is the first vertical development phase of the South End Coordinated Redevelopment Project.

The Phase 1 project will deliver:

- Approximately **204 residential units**
- Approximately **7,500 square feet of ground floor commercial or community space**
- New public streets including **Innovation Lane and North Cross Street**
- Stormwater and wastewater improvements designed to reduce **combined sewer overflows to Lake Champlain**
- Construction period is estimated to be approximately two years.

The development will occur on Lot 1 of the RYB parcel at 125 Lakeside Avenue, with infrastructure designed to support both the Phase 1 building and future development phases across the broader SECORD site.

The Development Agreement primarily governs the delivery of Phase 1 while establishing a collaborative framework for future development across the remaining SECORD parcels.

### **Summary of Key Responsibilities**

#### **Developer Commitments:**

- Contribute the privately owned development parcel and develop Phase 1 of the SECORD project
- Design, finance and construct the Phase 1 residential building
- Deliver at least 20% affordable housing, with affordability restrictions lasting a minimum of 99 years
- Pursue opportunities for deeper or expanded affordability, subject to the availability of additional funding sources, with the goal of achieving 33% affordable housing, including a target of 20% at 50% AMI and 13% at 70% AMI
- Design and construct all Phase 1 public infrastructure improvements, including Innovation Lane, North Cross Street, utilities, and stormwater improvements serving the broader SECORD site, with reimbursement occurring over time through tax increment under the Community & Housing Infrastructure Program (CHIP), subject to available increment and Housing Infrastructure Agreement terms
- Coordinate design and construction to support future development phases across the SECORD parcels
- Comply with workforce participation and labor standards, including wage rates consistent with Davis Bacon and good faith efforts to include local and underrepresented workers
- Provide annual reporting to the City documenting workforce participation and related commitments

**City Commitments:**

- Enter into the Development Agreement governing Phase 1 development and infrastructure delivery
- Provide permit fee reductions tied to deeper or expanded affordability outcomes
- Pursue a CHIP Housing Infrastructure Agreement to enable repayment of eligible infrastructure costs using future municipal tax increment
- Credit eligible infrastructure costs (not covered by CHIP) against development impact fee obligations, consistent with City policy
- Support developer's application to the City Housing Trust Fund for approximately \$500,000 in funding, subject to the Fund's standard application, underwriting, and approval processes.
- Process and consider project related applications and approvals in accordance with applicable municipal procedures and regulations, including using diligent, reasonable and good faith efforts to pursue a Northern Border Regional Commission (NBRC) infrastructure grant application to support Phase 1 infrastructure costs
- Collaborate with the developer in good faith in pursuing additional infrastructure funding sources and future development phases across the SECORD site

**Affordable Housing Requirements and Commitments**

The agreement establishes the affordability structure for the Phase 1 project. At a minimum, the project will meet Burlington's Inclusionary Zoning requirements by delivering 15% of units at 65% AMI and an additional 5% of units at 80% AMI, meeting the State's Priority Housing definition. This is the affordable housing "Baseline". These affordability restrictions will remain in place for at least 99 years. The developer is also pursuing state housing subsidies that could enable additional affordability beyond the baseline. Two potential outcomes are contemplated:

**Deeper Affordability**

All affordable units identified in the baseline (20% of all units) would be delivered at 50% AMI rather than the baseline mix.

**Expanded Affordability**

The number of affordable units would exceed the required 20% (with a target of 33% of total units carrying affordability restrictions).

The developer intends to apply to the City Housing Trust Fund for approximately \$500,000 to support the affordable units within the project. While the City agrees to support this application, the agreement clarifies that any such application will proceed through the Housing Trust Fund's standard application and underwriting process and is not guaranteed.

**Fee Structure**

The Development Agreement establishes a fee structure for Phase 1 that links permit fee reductions to affordability outcomes and impact fee credits to public infrastructure constructed by the developer.

**Permit Fee Structure**

The Development Agreement proposes reductions to zoning and building permit fees to incentivize

affordability beyond the City’s baseline Inclusionary Zoning requirements. Fee reductions are tied to the achievement of Deeper and Expanded Affordability as described above.

- Baseline: Standard permit fees apply if the project delivers the required 20% of affordable housing.
- Deeper Affordability: Zoning Permit Fees are reduced by 50% and building permit fees are capped at \$1,500 per housing unit if 20% of affordable units are affordable at 50% AMI.
- Expanded Affordability: Additional reductions apply if the number of affordable units exceeds 20%, including:
  - \$500 reduction in Zoning Permit Fees per additional affordable unit
  - \$4,000 reduction in Building Permit Fees per additional affordable unit
- Fee reductions are implemented through a credit mechanism applied prior to permit issuance.
  - Zoning Permit Fees are subject to a minimum floor equal to the amount already paid to date (\$126,674).
  - Building Permit Fees are capped at \$1,500 per residential unit and subject to a minimum floor of \$1,000 per unit.

The tables below show the anticipated affordability mix and permit fee reduction:

Table 1: Unit Mix	Number of Units						
	Market Rate	Affordable	Anticipated Affordability Mix				TOTAL
			80% AMI	70% AMI	65% AMI	50% AMI	
Baseline (IZ + Priority Housing)	163	41	10		31		204
Deeper Affordability	163	41				41	204
Expanded Affordability	137	67		26		41	204

Table 2: Permit Fees	Level of Affordability		
	Baseline	Deeper	Expanded*
Zoning Permit Fees	\$ 289,570	\$ 144,996	\$ 131,970
Building Permit Fees	\$ 308,068	\$ 306,000	\$ 202,000
<b>Total Permit Fees</b>	<b>\$ 597,638</b>	<b>\$ 452,853</b>	<b>\$ 333,759</b>

\*Expanded affordability assumes 67 (33%) of the units are affordable.

In no event will the Zoning Permit Fee for the Phase 1 Project be less than \$126,674 (i.e. the amount paid to date as described in Section 4(c) below), and in no event will the Building Permit Fee for the Phase 1 Project be less than \$1,000 per unit (for each unit in the Phase 1 Project).

### **Impact Fees Structure**

The proposed Development Agreement allows the cost of Public Improvements that has been identified as “CHIP Infrastructure” (eligible under the CHIP legislation and agreed upon by the City as part of the CHIP infrastructure project) and constructed as part of Phase 1 that cannot be covered by the CHIP increment to offset the project’s development impact fee obligations. Because several infrastructure improvements will benefit the broader SECORD site and surrounding community, the City agrees to credit certain infrastructure costs against impact fees (see table below). The agreement also includes provisions to ensure that the same infrastructure costs are not reimbursed through multiple public funding sources.

- **Infrastructure Credit:** If the cost of Additional Phase 1 Public Improvements is greater than or equal to the calculated impact fees, the City will accept the infrastructure as an in-kind contribution in full satisfaction of the impact fee obligation.
- **Partial Credit:** If the cost of Additional Phase 1 Public Improvements is less than the calculated impact fees, the impact fees will be reduced by the value of the infrastructure, and the developer will pay the remaining balance prior to issuance of a Certificate of Occupancy. The amount of infrastructure eligible for credit will reflect only those costs not reimbursed through CHIP, which depends on the level of available tax increment. The agreement distinguishes between infrastructure costs that are reimbursed through CHIP and those that are not. To the extent that eligible public infrastructure costs are not reimbursed through available tax increment, those unreimbursed costs are treated as “Additional Phase 1 Project Infrastructure” and form the basis for calculating impact fee credits.

The agreement includes provisions to ensure that infrastructure costs are not reimbursed through multiple public funding sources, preventing any double recovery.

**Affordable Housing Waivers:** Impact fees will also be reduced consistent with the City’s Impact Fee Administrative Regulations, including exemptions and waivers related to affordable housing.

### **Table 3: Affordability Assumptions for Impact Fee Reduction per City of Burlington Impact Fee Ordinance:**

- (A) Inclusionary Housing Units (no impact fees)  
Affordable Units in Excess of IZ Units
- (B) Units at 75% AMI for 3 years (25% waiver)
- (C) Units at 65% AMI for 99 Years (50% waiver)
- (D) Additional Units Affordable to 50% AMI for 99 Years

	<b>Baseline</b>	<b>Total After Inclusionary Zoning Exemption</b>	<b>Total After Affordability Waiver A &amp; D</b>	<b>Total After Affordability Waiver A, C &amp; D</b>
Transportation Impact Fees*	\$ 69,349	\$ 58,811	\$ 55,411	\$ 53,712
Wastewater Impact Fees	\$ 201,688	\$ 171,040	\$ 161,153	\$ 156,209
Water Impact Fees	\$ 390,269	\$ 330,964	\$ 311,833	\$ 302,267
<b>Total</b>	<b>\$ 661,307</b>	<b>\$ 560,814</b>	<b>\$ 528,397</b>	<b>\$ 512,189</b>

\* May be revised based on review by DPW

### **Infrastructure and CHIP Financing Strategy**

A key component of the project’s financing strategy is the construction and funding of Phase 1 public infrastructure through Vermont’s Community and Housing Infrastructure Program (CHIP). Phase 1 infrastructure includes streets, utilities, stormwater systems, and other improvements that will support both the Phase 1 building and future development across the broader SECORD site under the proposed structure:

- The developer will design and construct the infrastructure for review and approval by DPW to ensure compliance with City standards. Upon inspection and completion, infrastructure meeting City standards will be eligible for dedication to the City and become public infrastructure
- The City will pursue a CHIP Housing Infrastructure Agreement (HIA) with the developer
- Eligible infrastructure costs will be repaid over time using future property tax increment generated by the development, following upfront investment by the developer

This structure allows the project to move forward while aligning infrastructure repayment with the new tax value created by the development.

The Housing Infrastructure Agreement (HIA) is the key document governing this structure. The HIA will define the scope of eligible infrastructure costs, the reimbursement mechanism, reporting requirements, and the administration of tax increment used to repay those costs. The City and the Developer are currently working through the Housing Infrastructure Agreement to establish the overall framework required for the CHIP application in collaboration with DPW and other relevant departments. The HIA will be brought forward to City Council for review and approval as part of the CHIP application, which will follow consideration of the Development Agreement and is not being approved as part of this action. It is important to note that the Phase 1 infrastructure described above is separate from and not funded by the City’s recent voter approved water and wastewater bonds. Those bond funds are dedicated to maintaining and upgrading the City’s existing utility systems citywide, whereas the SECORD Phase 1 infrastructure is project specific and will be designed, constructed, and initially financed by the developer, with reimbursement occurring over time through tax increment under the Community and Housing Infrastructure Program (CHIP), subject to the terms of the Housing Infrastructure Agreement.

### **Next Steps and Timeline**

The anticipated project timeline is primarily driven by the goal of **closing on construction financing by the end of 2026**, subject to financing, permitting, and CHIP approval timelines.

**Q2 2026**

- City Council approval of Development Agreement
- CHIP Work Session
- Developer to continue coordination with funders and VEPC to finalize CHIP application approach and timing
- SECORD CHIP Application Public Hearing and City Council consideration

**Q3 2026**

- Target submission of CHIP application (Timing to be finalized)
- Target review & approval of CHIP application by the Vermont Economic Progress Council, subject to VEPC process and schedule

**Attachments:**

SECORD Phase 1 Development Agreement  
SECORD Phase 1 City Council Presentation

**City Council Motion:**

To approve the Development Agreement and to authorize the Mayor of the City of Burlington to execute the Development Agreement between the City of Burlington and Ride Your Bike LLC and RYB Building A LLC for Phase 1 of the South End Coordinated Redevelopment (SECORD) Project, subject to the review and approval of the documents by the City Attorney's Office, and to take such further actions and execute such further instruments, approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby; provided that the HIA and any substantive amendments to the HIA or to the Development Agreement shall require City Council approval.

## Development Agreement

This Development Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2026 by and between the **City of Burlington**, a Vermont municipal corporation (the “City”), **Ride Your Bike LLC**, a Vermont limited liability company (“RYB”), and **RYB Building A, LLC**, a Vermont limited liability company (“RYBA”). Each is sometimes referred to individually as a “Party” and collectively as the “Parties.”

### Background

- A. RYB and the City own contiguous parcels of real property (each, a “Parcel”) in the City of Burlington which collectively measure ±9.63 acres (collectively, the “Site”, as depicted on the plan attached hereto as **Exhibit A**) identified as follows:
- RYB owns the ±6.32-acre parcel numbered 125 Lakeside Avenue, Burlington, Vermont, Parcel No. 053-2-009-000 (the “RYB Parcel”). The RYB Parcel includes a parcel measuring ±1.98 acres (“Lot 1”), being the lands depicted as “Lot 1 1.48 Acres” and as “Future Streets Total Area 0.5 Acres” on the Subdivision Plat prepared by Latitudes Land Surveying dated February 19, 2026, a copy of which is attached hereto as **Exhibit B** (the “Subdivision Plan”). The Subdivision Plat received final approval by the Burlington Development Review Board (“DRB”) on March 26, 2026.
  - Through its affiliate Burlington Community Development Corporation, a Vermont nonprofit corporation (“BCDC”), the City owns and controls the ±3.33-acre parcel numbered 68 Sears Lane, Burlington, Vermont, Parcel No. 057-1-050-000 (the “City Parcel”).
- B. RYB and the City have worked collaboratively toward the opportunity to redevelop the Site in a coordinated fashion with a mixed-use development project (the “South End Coordinated Redevelopment Project” or “Project”), as contemplated by a Pre-Development Agreement dated March 27, 2024 made by and between the City, RYB and Champlain College Incorporated, as amended by the First Amendment thereto executed on or about December 17, 2024, and as further amended by the Second Amendment thereto executed on or about April 10, 2025 (as amended, the “PDA”), in which the parties to the PDA agreed to create a conceptual design and development framework for the coordinated, phased redevelopment of their respective Parcels within and adjacent to the Site to establish a new urban neighborhood, and agreed to a process for iterative design and analysis in the creation of a selected development framework, the primary components of which included: substantial new residential development; a transportation network, including streets, paths and integration with existing infrastructure; identification of water and wastewater infrastructure requirements for the Project; an affordable housing allocation program; and identification of funding strategies.
- C. RYB has obtained municipal permits to subdivide the RYB Parcel into three (3) building lots and a street right of way in the manner depicted on the Subdivision Plan. RYB intends

to convey Lot 1 as depicted on the Subdivision Plan to RYBA to develop Phase 1 of the Project (the “Phase 1 Project”), as more particularly described in this Agreement. RYB intends to convey Lot 3 as depicted on the Subdivision Plan to Champlain Housing Trust to develop an affordable housing project.

- D. The Parties desire to enter into this Agreement (i) to memorialize certain agreements and commitments with respect to the Phase 1 Project, and (ii) to set forth certain of their continuing intentions with respect to the remainder of the Project and in such respect to supersede the PDA.
- E. As stated in Background Section B, Champlain College Incorporated was a party to the PDA; specifically, with respect to a parcel measuring ±3.65 acres (Parcel No. 053-2-007-000) located adjacent to the Site, numbered 175 Lakeside Avenue (the “Champlain College Parcel”). The parties to the PDA developed work product predicated on the inclusion of the Champlain College Parcel in the Project, and the Parties hereto desire to continue discussions with Champlain College Incorporated for the Champlain College Parcel to be developed as part of the Project even though Champlain College Incorporated is not a party to this Agreement.

Now therefore, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **PROVISIONS PRIMARILY APPLICABLE TO THE PHASE 1 PROJECT**

#### **1. Phase 1 Project Approvals.**

(a) RYBA represents to the City as of the date hereof that it is a joint venture between RYB and Rose Companies Holdings, LLC, a Delaware limited liability company, into which equity investments may be made by limited partners.

(b) RYBA will develop and construct the Phase 1 Project upon Lot 1 in substantial accordance with ZP-26-18 approved by the DRB on February 23, 2026 (as may be amended, the “Phase 1 Project Approval”). A copy of the Phase 1 Project site plan approved as part of the Phase 1 Project Approval is attached hereto as **Exhibit C**. RYBA may seek to amend or modify the Phase 1 Project Approval from time to time in accordance with applicable law and without requiring an amendment to this Agreement so long as RYBA continues to propose to develop and construct the Phase 1 Project to include approximately 200 units of mixed-income housing, ±7,500 square feet of community/commercial space on the ground floor, and the new streets identified in the Phase 1 Project Approval as Innovation Lane and as North Cross Street.

(c) The Phase 1 Project will include stormwater and wastewater infrastructure improvements to reduce combined sewer overflows into Lake Champlain, in a manner in substantial accordance with the Phase 1 Project Approval.

2. Phase 1 Affordable Housing.

(a) As used in this Agreement, “Affordable” means that a unit will be restricted to a total rent (including utilities, association, and other fees, but excluding parking) that is no greater than 30% of the gross annual income associated with the respective target AMI threshold, and that the unit will remain Affordable for a period no less than 99 years from first occupancy.

(b) A minimum of fifteen percent (15%) of the residential units in the Phase 1 Project will be Affordable to households with incomes at or below 65% of Area Median Income (“AMI”), in accordance with Article 9 of the Burlington Comprehensive Development Ordinance (“CDO”).

(c) An additional five percent (5%) of the residential units in the Phase 1 Project will be Affordable to households with incomes at or below 80% of AMI, bringing total affordable housing to twenty percent (20%) in accordance with a Priority Housing Project as defined in 10 V.S.A. § 6001(35).

(d) RYBA is working with Vermont Housing & Conservation Board (VHCB) and Vermont Housing Finance Agency (VHFA) to provide funding necessary to allow RYBA to provide additional affordability as described below:

- (i) “Deeper Affordability” such that all of the units referenced in Sections 2(b) and 2(c) above (meaning, the entire 20%) would be Affordable to households with incomes at or below 50% of AMI, and
- (ii) “Expanded Affordability” such that the number of Affordable housing units in the Phase 1 Project exceeds the total 20% of units referenced in Sections 2(b) and 2(c) above. Expanded Affordability, together with Deeper Affordability, are collectively referred to in this Agreement as “Additional Affordability”).

(e) The City recognizes that RYBA intends to apply to Burlington Housing Trust Fund (“HTF”) for \$500,000 in funds to achieve Additional Affordability. Any such application shall be subject to the HTF’s standard application, underwriting, and approval processes applicable to all applicants. Nothing in this Agreement shall be construed as a commitment by the HTF to award, reserve, or allocate such funds, all of which remains subject to the availability of funds. Notwithstanding the foregoing, the City will support RYBA’s HTF application and request for funding.

3. Phase 1 Project Infrastructure.

(a) The Parties desire to utilize Vermont’s Community and Housing Infrastructure Program (“CHIP”), codified at 24 V.S.A. § 1906 et seq. and as further described in the Guidelines published by the Vermont Economic Progress Council (“VEPC”) and last updated on November 17, 2025, to finance the construction of a portion of the Phase 1 Project infrastructure. Capitalized terms used in this Section 3 and not defined shall have the meanings set forth in the statute or guidelines applicable to CHIP. To facilitate the achievement of this goal, the City has completed a CHIP Interest Form and submitted it to VEPC. The City and RYBA will work in good faith with

each other to finalize and execute a Housing Infrastructure Agreement to be submitted to VEPC as a component of a complete CHIP application in which RYBA is the Sponsor, the Phase 1 Project is a stand-alone Housing Development, Lot 1 is a stand-alone Housing Development Site, and which details the components of the Housing Development Plan and of the Housing Infrastructure Project.

(b) As reflected in the Phase 1 Project Approval and as will be described in greater specificity in the Housing Infrastructure Agreement, multiple components of Phase 1 Project infrastructure will meet the “public good” standard of CHIP and benefit and support the entire Project (and the broader community) and not only the Phase 1 Project, including the potential to expand the Project onto the Champlain College Parcel. Pursuant to the Phase 1 Project Approval, Phase 1 Project infrastructure design will be coordinated with the City of Burlington, including with its Department of Public Works, to ensure that the design meets municipal standards and that its construction is accomplished in compliance with applicable standards, laws and regulations.

(c) As will be described in greater specificity in the Housing Infrastructure Agreement, the Parties anticipate that certain portions of the Phase 1 Project infrastructure will be dedicated to the City for public ownership (such portions of the Phase 1 Project infrastructure are referred to herein as the “Public Improvements”), and for the City to ultimately accept such Public Improvements in accordance with the processes to be set forth in the Housing Infrastructure Agreement.

(d) Once the City, acting through the Office of the Mayor and its executive departments, shall have approved the Housing Infrastructure Agreement, the City agrees to submit the Housing Infrastructure Agreement to the Burlington City Council for its review and approval, and to request that the City Council hold a public hearing and vote with respect to the Housing Development Plan, the Housing Infrastructure Project, and the Housing Infrastructure Agreement. The City agrees to submit the Housing Infrastructure Agreement to VEPC as part of a complete CHIP application within ten (10) days of approval by the Burlington City Council.

(e) The Parties recognize that the cost of eligible infrastructure in an approved Housing Infrastructure Project pursuant to a Housing Infrastructure Agreement is repaid using the incremental increase in property taxes generated by the Housing Development Site over the property taxes that were generated by the Housing Development Site on April 1 of the year that VEPC approves the project (the “Tax Increment”).

(f) The Parties intend for RYBA to construct the Housing Infrastructure Project, and they recognize that the Housing Infrastructure Agreement will detail the scope and standards applicable to those infrastructure improvements. RYBA will pay for the design and construction of the Housing Infrastructure Project, and its design and construction costs will be repaid through the Tax Increment in a manner to be set forth in the Housing Infrastructure Agreement. The Housing Infrastructure Agreement will also address the City’s ability to recover its Related Costs from available Tax Increment.

(g) The Parties recognize that the scope of eligible infrastructure required to support the Phase 1 Project will not likely be fully reimbursed using CHIP. As used in this Agreement, the

term “Additional Phase 1 Project Infrastructure” means CHIP eligible infrastructure that is identified and agreed upon in the Housing Infrastructure Agreement as being part of the Housing Infrastructure Project, but which the Housing Development Plan does not anticipate will be reimbursed by available Tax Increment through CHIP. Subject to the express provisions hereof relating to fee credits, nothing in this Agreement shall be construed to obligate the City to contribute funding toward the construction of the Additional Phase 1 Project Infrastructure.

(h) Phase 1 Project Wastewater Requirements. The Burlington Department of Public Works issued an ability to serve letter to RYB and RYBA with respect to the Phase 1 Project on January 15, 2026, which includes an obligation to mitigate future combined sewer overflow risks associated with the Phase 1 Project through the inclusion of a sanitary storage system. If other feasible wet weather capacity projects are identified in the sewer shed, the City agrees to explore with appropriate State officials whether it may reduce the storage tank capacity requirement applicable to the Phase 1 Project.

4. Phase 1 Project Permit Fees. Recognizing the economic and non-economic benefits anticipated to result from the Phase 1 Project, the additional costs associated with achieving Additional Affordability, the cost efficiencies that can be achieved in review of development applications for projects greater than 100 units, and the benefit conferred by achieving a deeper level of affordability in a mixed income housing project than is otherwise required by the CDO, the City agrees to modify and cap the permit fees otherwise payable in accordance with the CDO and related regulations as follows:

(a) Deeper Affordability. If the Phase 1 Project demonstrates Deeper Affordability as provided in Section 2(d)(i), then the City will reduce the Zoning Permit Fees that would otherwise be payable for the Phase 1 Project by 50%, and the City will cap Building Permit Fees at \$1,500 per residential unit (for each unit in the Phase 1 Project).

(b) Expanded Affordability. If the Phase 1 Project also demonstrates Expanded Affordability as provided in Section 2(d)(ii) (i.e. in addition to providing Deeper Affordability), then the City will further reduce the Zoning Permit Fees that would otherwise be payable for the Phase 1 Project by an additional \$500 per unit of Expanded Affordability, and the City will further reduce the total amount of Building Permit Fees that would otherwise be payable for the Phase 1 Project by \$4,000 per unit of Expanded Affordability. Notwithstanding the foregoing, in no event will the Zoning Permit Fee for the Phase 1 Project be less than \$126,674 (i.e. the amount paid to date as described in Section 4(c) below), and in no event will the Building Permit Fee for the Phase 1 Project be less than \$1,000 per unit (for each unit in the Phase 1 Project).

(c) Payment of Zoning Permit Fees. The Parties agree that \$289,993 in Zoning Permit Fees would be payable under the FY2026 Permit Fee Schedule for the Phase 1 Project, and that RYBA has paid \$126,674 as of the date of this Agreement. Prior to release of the Zoning Permit, the City will apply a credit to the Zoning Permit Fees that would otherwise be due based on the Additional Affordability achieved in the Phase 1 Project as provided in Sections 4(a) and 4(b) above. Any balance due will be paid by RYBA prior to release of the Zoning Permit.

(d) Payment of Building Permit Fees. The City, through its Department of Permits & Inspections, will make an initial determination of the Building Permit Fees payable following receipt of permit applications for the Phase 1 Project. RYBA will be responsible for payment of all building trade permits until the applicable cap is reached as provided in Sections 4(a) and 4(b) above.

(e) Notwithstanding the fee caps established in Sections 4(a), 4(b) and 4(d), if there are changes to the Phase 1 Project that trigger Major Impact Review under the CDO, the City will assess major impact review fees (but not other development review fees, zoning permit review fees, building permit review fees, or impact fees) in accordance with the standard requirements of the CDO when it reviews an application for Major Impact Review, and such fees will not be limited by the fee caps outlined in this Agreement, unless otherwise agreed by the City and RYBA.

(f) Documentation of Additional Affordability. In each case, evidence of the Additional Affordability that will be achieved shall be provided by RYBA through a letter or certificate from the Vermont Housing Finance Agency (VHFA) prior to release of the Zoning Permit. Evidence of the Additional Affordability will be reflected in one or more housing subsidy covenant(s) recorded in the land records in connection with financing of the Phase 1 Project in order to legally ensure the continued affordability at the levels specified in this Agreement.

5. Phase 1 Impact Fees. The CDO and related regulations would require RYBA to pay Impact Fees in connection with the Phase 1 Project – comprised of Transportation Impact Fees, Wastewater Impact Fees, and Water Impact Fees – based on estimated new peak PM trips, wastewater usage, and water usage. Recognizing the economic and non-economic benefits anticipated to result from the development and construction of the Phase 1 Project, and the additional costs associated with the Phase 1 Project Infrastructure, the City also agrees to exercise its authority to reduce the Impact Fees in accordance with Section 8.6 of the Impact Fee Administrative Regulations adopted by City Council on June 16, 2025 (the “Fee Regulations”), as follows:

(a) If, as anticipated by the Housing Development Plan, a portion of the cost to construct the Public Improvements exceeds the amount available to be reimbursed by available Tax Increment through CHIP (the “Unreimbursed Costs”), then the City will accept RYBA’s construction of such portion of the Public Improvements as an in-kind contribution and offset the Unreimbursed Costs against RYBA’s obligation to pay the total amount of the calculated Impact Fees. If the total amount of the calculated Impact Fees exceeds the Unreimbursed Costs, then RYBA will pay the balance of the Impact Fees in the ordinary course.

(b) Reserved.

(c) The offset to total Impact Fees effected pursuant to the foregoing provisions will be granted consistent with the provisions of Sections 3.0, “Exemptions, Credits & Waivers,” and 3.1, “Same – Affordable Housing Waivers,” of the Fee Regulations.

6. Access over City Parcel. The City will cause BCDC to provide continuous access over the City Parcel, at no charge to RYBA, to allow RYBA access in support of construction of the Phase

1 Project. The Parties acknowledge that the City Parcel is anticipated to accommodate a future public or private street connection (i.e., the extension of Innovation Lane to Sears Lane), and they agree to work in good faith to facilitate that future connection as a component of a future phase of the Project.

7. Reserved.

8. Northern Borders Catalyst Program. The City will use its diligent, reasonable and good faith efforts (which efforts RYBA will in good faith support) to apply to the Northern Border Regional Commission's Catalyst Program (fall 2026 funding round) to obtain funding to support Additional Phase 1 Project Infrastructure. Any such funding that is awarded by the Catalyst Program will be used by RYBA to pay for mutually agreed-upon expenditures that support Additional Phase 1 Project Infrastructure and that meet the requirements established by the Catalyst Program.

9. Labor and Community Workforce. Taking into account the financial limitations associated with the delivery of affordable units and workforce housing units within the Phase 1 Project, and subject to applicable laws, RYBA will:

(a) use reasonable efforts to provide jobs for qualified low- and moderate-income residents of Burlington and surrounding areas to construct and operate the Phase 1 Project, so long as such individuals have the requisite skills and experience required for the respective job position and otherwise meet all requirements for said jobs;

(b) use reasonable efforts to employ (either directly, or indirectly through its general contractor and the project's subcontractors) individuals who are unemployed, veterans, minorities, women, and New Americans, so long as such individuals have the requisite skills and experience required for the respective job position and otherwise meet all requirements for said jobs, to construct and operate the Phase 1 Project;

(c) cause the general contractor engaged to construct the Phase 1 Project to meet with unionized labor leadership to discuss opportunities for their members to participate in Phase 1 Project construction and provide member contractors the opportunity to bid on trades for the Phase 1 Project;

(d) cause all contractors engaged to construct the Phase 1 Project (including the Phase 1 Project infrastructure) to pay wage rates consistent with those applicable to building, highway and/or heavy construction projects as determined by the U.S. Department of Labor for projects in Chittenden County covered under the Davis-Bacon Act;

(e) only engage contractors, and require all contractors to only engage subcontractors, who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide (where applicable) employer funded health and retirement benefits;

(f) solicit and review proposals from community job training programs, such as

Vermont Construction Academy, Youth Build Vermont, and Vermont Works for Women, to participate in the construction of portions of the Phase 1 Project, provided that RYBA will not be required to utilize any such programs; and

(g) provide CEDO with annual reports by January 31 of each year in a format to be agreed by the Parties that provide evidence of compliance with the foregoing for the previous calendar year, which reporting obligation will only be in effect during the period beginning when the Phase 1 Project goes out to bid and ending when the Phase 1 Project is substantially complete.

10. Expiration. If the Phase 1 Project Approval expires prior to the commencement of construction of the Phase 1 Project, then the terms of this Agreement that pertain to the Phase 1 Project shall also terminate and expire. Once construction has commenced, RYBA agrees to use commercially reasonable efforts to pursue construction to completion subject to Unavoidable Delay. As used herein, “Unavoidable Delay” means delays incurred due to (a) any act of God (including weather delays beyond historic weather patterns), flood, earthquake, fire, disease, pandemics, epidemics, and the like, (b) labor strike, civil unrest, or work stoppage or slowdown (including failure of building inspectors to reasonably process approvals that cause work stoppage), (c) unforeseeable interruptions in utility services, (d) unforeseeable material shortages, transportation, and logistics delays, (e) sabotage, war, riot, terrorism, or moratorium, (f) unforeseeable governmental action (including required work stoppage or closure of construction sites by applicable government authorities including closures in the general vicinity of Lot 1, and including unforeseen archeological conditions or closure of government offices that issue necessary permits), (g) delays caused by another Party, (h) any other unforeseeable act of any third party unrelated to, and having no arrangements, contractual or otherwise, with RYBA that reasonably prevents an action from being taken through no fault of RYBA, or (i) other similar causes beyond the reasonable control of the Party claiming the delay (but not including insolvency).

#### **PROVISIONS PRIMARILY APPLICABLE TO THE BALANCE OF THE PROJECT**

11. Additional Project Objectives. RYB and the City intend to continue to cooperate to advance the opportunity for redevelopment of the balance of the Project, including (without limitation) the following foundational elements and objectives:

(a) PUD Framework. RYB and the City will consider a Planned Unit Development (“PUD”) under the CDO to establish a coordinated framework for the balance of the Project on the entire Site, including street layout, mobility, density parameters, open space, and phasing, into which the Phase 1 Project would be incorporated after the fact to the extent permitted by applicable law. Neither RYB nor the City will be obligated to pursue a coordinated PUD, and either may proceed independently in accordance with applicable law. All PUD applications remain subject to independent regulatory review and approval.

(b) Champlain College Parcel. RYB and the City agree that the balance of the Project would benefit from the inclusion of the Champlain College Parcel, and they agree to use good faith efforts to facilitate its inclusion in the balance of the Project and will share non-confidential information regarding the Champlain College Parcel, its disposition, and its development.

(c) Mobility, TDM and Infrastructure Coordination. RYB and the City acknowledge that coordinated mobility and infrastructure planning is necessary to support full build out of the Site and that the balance of the Project will require innovative TDM and parking strategies in order to achieve the goal of reducing reliance on automotive transport and advancing the City's climate and sustainability objectives. RYB and the City intend that future planning and implementation of transportation systems within the balance of the Project will support a transition toward lower carbon modes of travel, including walking, biking, transit, and shared mobility options, and will be designed to reduce greenhouse gas emissions associated with transportation to the extent feasible. While the balance of the Project will require a significant parking component to support its varied needs, additional analysis is required to accurately estimate overall parking needs, including demand, design and location options, shared multi-use parking solutions, phasing of parking supply, and infrastructure costs, with the goal of minimizing excess parking supply and encouraging efficient, shared, and adaptive use over time. RYB and the City intend to explore a variety of TDM and parking options including in-building designs and one or more parking garage structures to be sited on one or more of the remaining Parcels. RYB and the City currently anticipate that a future RYB Parcel 4 will be improved with a centralized mobility hub to provide vehicular parking and a range of transportation alternatives, including low emission and shared mobility options, for the entire Project. RYB and the City intend to continue coordination regarding internal street layout, public rights of way, transportation demand management strategies, parking planning, and utility planning necessary to support future phases, in a manner consistent with the City's adopted climate, energy, and transportation policies.

(d) Special Assessments District. The Project may include enhancements to public infrastructure beyond what City standards require. The City will not be responsible for paying for, or performing the ongoing maintenance of, enhanced infrastructure within the Project. Therefore, the Parties (including RYBA if the Phase 1 Project is affected) will cooperate with the City in good faith to establish a benefits assessment district and maintenance framework for any enhanced infrastructure that is constructed beyond what City standards require.

(e) Infrastructure Capacity and Future Improvements. RYB and the City will coordinate to provide that future phases of development are delivered contemporaneously with infrastructure improvements if and as necessary to meet the capacities required of future development. It is understood that future phases may require additional water, wastewater, stormwater, transportation, and related infrastructure improvements above those currently required for the Phase 1 Project. The scope, timing, financing, and cost allocation for such improvements is subject to further collaboration and would need to be addressed in future written agreements.

(f) Municipal Independence. Permit applications before the City's regulatory staff and/or boards are independent reviews. Although City staff may review proposed building and landscape plans, infrastructure and mobility improvements within the Site and provide feedback to RYB following such review, no such preliminary discussions or staff reviews for proposed solutions are or will be binding upon the City's regulatory staff or boards, and all future permit applications will be evaluated on their merits and conformance with City ordinances and policies as shall be applied by the appropriate approval authority.

(g) Parcel Reconfiguration and 68 Sears Lane. RYB and the City, subject to consent by BCDC, may, by separate written agreement, pursue parcel exchanges, boundary adjustments, or reallocation of development program across the balance of the Site in order to facilitate coordinated development, infrastructure efficiency, housing objectives, and/or mobility improvements.

(h) The City agrees to continue discussions with the Vermont Agency of Transportation regarding the deed restrictions applicable to 68 Sears Lane, including restrictions limiting use of the property to highway purposes and requiring State approval for alteration, encroachment, or disposition. RYB and the City acknowledge that modification or extinguishment of such restrictions may materially affect future parcel configuration, mobility infrastructure, and development potential within the balance of the Site.

(i) Funding and Incentives. The Parties may collaborate in pursuing public or private funding sources to support future phases of the Project, including grants, tax increment financing, Community and Housing Infrastructure Program financing, tax stabilization programs, or similar initiatives. Participation in such efforts shall not obligate any Party to proceed with development or to commit funds absent a separate written agreement.

(j) Cost Sharing Framework. To the extent the Parties jointly benefit from third party engineering, environmental, mobility, or other technical studies related to future phases, the Parties shall confer in good faith regarding proportional cost sharing. Absent a separate written agreement establishing a specific allocation formula, each Party shall remain responsible for consultants it directly engages.

## GENERAL PROVISIONS

12. Confidentiality. The Parties recognize that this Agreement is a public record and that communications and correspondence between the parties are subject to Vermont's public meeting laws and public records laws. The City agrees, however, that to the extent the City requires RYB or RYBA to disclose to or provide the City with material nonpublic, confidential information or material in connection with the Project, the City will work in good faith with RYB and/or RYBA to maintain the confidentiality of such information or material in a manner that complies with applicable law.

13. Mutual Indemnification & Insurance. Each Party shall hold harmless, indemnify, and defend the other party and its officers, employees, and agents, from any and all claims, liabilities, causes of action, liens, damages, penalties, fines, or costs (including attorneys' fees and costs), of any kind or nature, arising from the indemnifying Party's negligence or willful misconduct in connection with this Agreement, but only to the extent of the indemnifying Party's actual fault. Throughout the term of this Agreement, each Party shall maintain a general liability policy of insurance with a minimum of \$1 Million in coverage per occurrence and \$2 Million aggregate. Each such policy shall be endorsed to name the other Parties as additional insureds for operations under this Agreement on a primary, non-contributory basis with waiver of subrogation. Any contract for the construction of Public Improvements shall require the City to be named as an additional insured on a primary, noncontributory basis for ongoing and completed operations, with

waiver of subrogation, on any policy or policies of insurance required of contractors and subcontractors under such agreement, to the same extent as for RYB, RYBA, or any other owner under such agreement.

14. No Assignment. Except in each event to an affiliate of the respective Party, this Agreement shall not be assigned by RYB or by RYBA without the prior written consent of the City. Notwithstanding the foregoing, RYBA may collaterally assign this Agreement in connection with financing of the Phase 1 Project.

15. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the federal district courts which are located in the City of Burlington. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State or elsewhere in the United States.

16. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify the Agreement to cause it to conform to the original language of the Agreement to the extent consistent with the finding of the court.

17. Construction; Headings; Interpretation. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof. The words "include" and "including" (and derivatives thereof) will be construed for purposes of this Agreement as being followed by the phrase "without limitation" (or derivatives thereof). Definitions in this Agreement apply equally to both the singular and plural forms of the terms defined.

18. Counterparts; Integration; Electronic Signature; Modification. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; all such counterparts may be evidenced by facsimile or pdf and each such facsimile or pdf shall be deemed an original, shall be binding upon the parties for all purposes herein, and, together with any other counterparts, shall constitute one and the same instrument. This Agreement, together with the exhibits referenced herein and/or attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or representations, oral or written, on the same subject, including the PDA. The Agreement can be modified only by written agreement executed by authorized representatives of each Party.

19. No Partnership. The Parties do not intend by this Agreement to create, nor shall this

Agreement be deemed to create, a partnership or a joint venture among the Parties; each Party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the Project as a “public-private partnership.”

20. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

21. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms contained therein and the contents thereof, are incorporated into this Agreement by reference.

22. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. Prior to the mutual execution of this Agreement, the City shall have provided RYB and RYBA with evidence that the Burlington City Council authorized the Mayor to sign this Agreement on behalf of the City, and RYB and RYBA shall each have provided with City with evidence that the person signing this Agreement on its behalf was authorized to sign this Agreement on behalf of the entity for which the person acted.

23. Further Assurances. The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

24. Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing: deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid; by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender; or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to the City: City of Burlington  
149 Church St.  
Burlington, VT 05401  
Attention: Mayor  
Email: mayor@burlingtonvt.gov  
Attention: CEDO Director  
Email: kalnasrawi@burlingtonvt.gov

If to RYB: Ride Your Bike LLC  
Attention: Todd Sarandos  
50 Lakeside Avenue  
Burlington, VT, 05401  
Email: todd@hulalakeside.com

If to RYBA: RYB Building A, LLC  
c/o Jonathan Rose Companies  
551 Fifth Avenue, 23<sup>rd</sup> Floor  
New York, NY 10176  
Attention: Andrew Foley  
Email: afoley@rosecompanies.com

or to such other person, address or number as the Party entitled to such notice or communication shall have specified by notice to the other Party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, five days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and prepaid; (iii) if sent by email, when transmitted as long as the sender does not receive a delivery failure notification or “out of office” notification.

*Signature Page to Follow*

In Witness Whereof, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the date first set forth above.

**City of Burlington**

**Ride Your Bike LLC**

By: \_\_\_\_\_  
Name: Emma Mulvaney-Stanak  
Title: Mayor

By: \_\_\_\_\_  
Name: Todd Sarandos  
Title: Manager

**RYB Building A, LLC**

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

**Exhibit A**  
**Overall Site Plan**



Wright Ave

Central Ave

Lakeside Park

Conger Ave

Harrison Ave

Island Line Trail

Innovation Lane

North Cross St

Champlain Pkwy

Champlain College  
Miller Center at  
Lakeside Campus

Generator  
Makerspace

Pine St

Birchcliff Pkwy

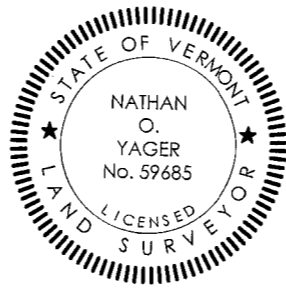
Sears Lane

16

**Exhibit B**  
**Subdivision Plan**

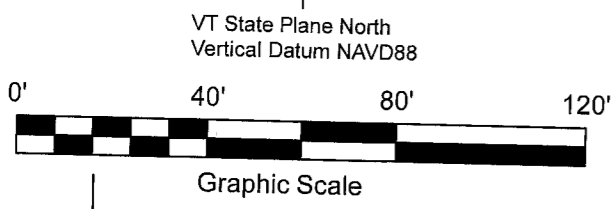
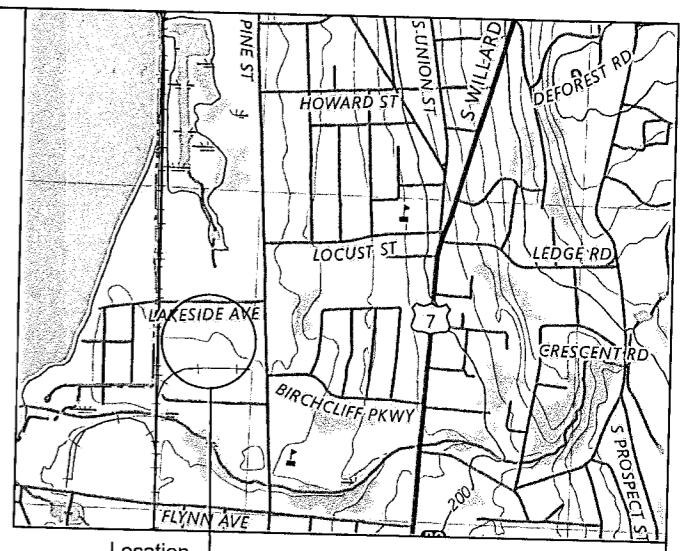
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future" and their location, size, type, and materials are correctly shown. This plat is my faithful representation of record evidence, parcel evidence, physical site conditions at the time of survey and all other specific evidence referred to in the notes section and on the plat herein. This plat meets the requirements of VT statute title 27, chapter 17, section 1403.

Nathan O. Yager VT LLS # 59685 Date 2/19/2026

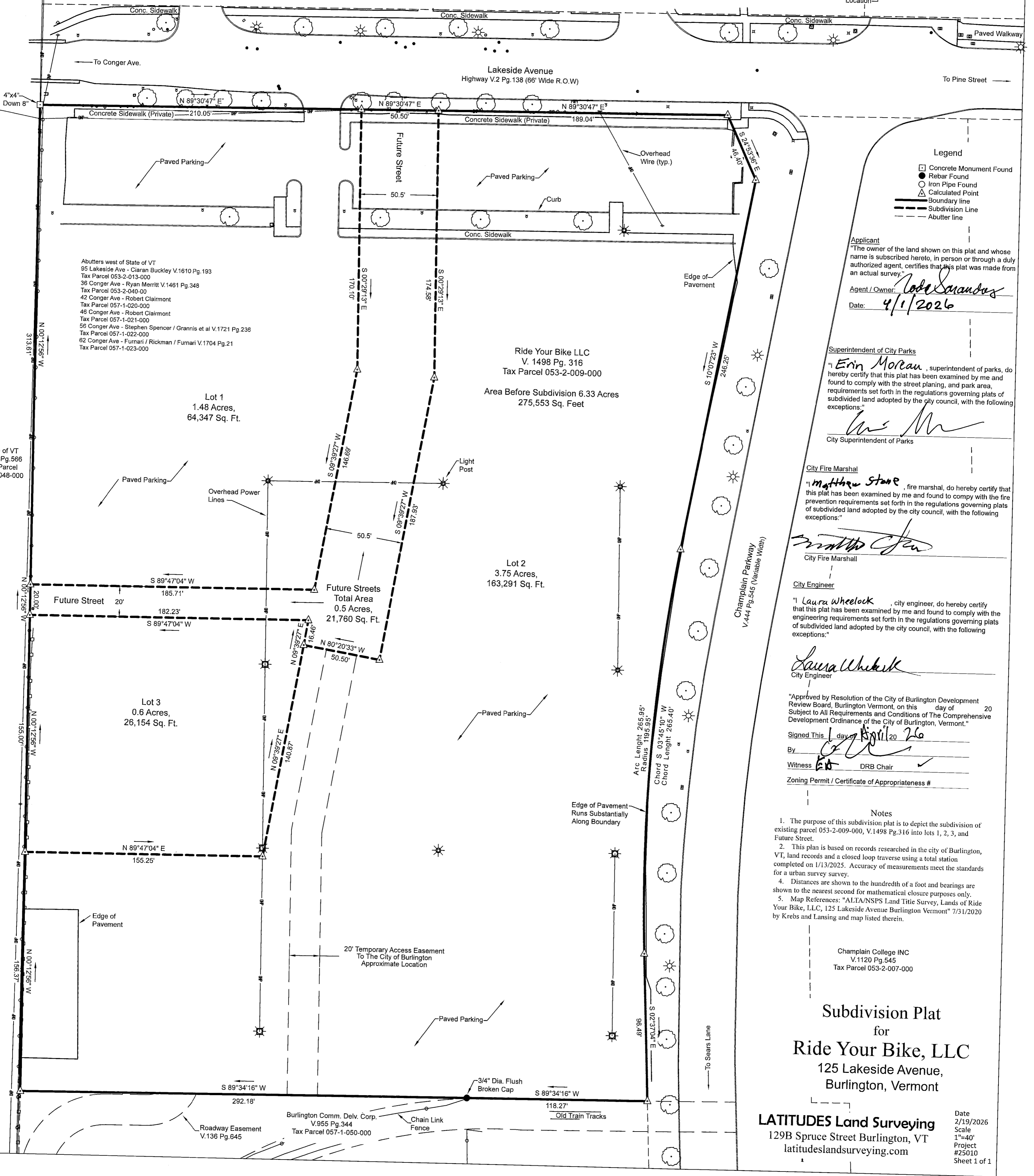


Project Engineer  
"It is hereby certified that this plat fully complies with all engineering requirements set forth in the subdivision regulations of the City of Burlington and all other engineering requirements of Burlington, Vermont."

By: *Barbara*  
Registered  
Seal



Fortieth Burlington LLC  
V.890 Pg.9  
Tax Parcel 053-2-010-000



Legend

- Concrete Monument Found
- Rebar Found
- Iron Pipe Found
- Calculated Point
- Boundary line
- Subdivision Line
- Abutter line

Applicant

"The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey."

Agent / Owner: *Ride Your Bike LLC*  
Date: *4/1/2026*

Superintendent of City Parks

"*Erin Morlan*, superintendent of parks, do hereby certify that this plat has been examined by me and found to comply with the street planning, and park area, requirements set forth in the regulations governing plats of subdivided land adopted by the city council, with the following exceptions:"

*Erin Morlan*  
City Superintendent of Parks

City Fire Marshal

"*Matthew Stone*, fire marshal, do hereby certify that this plat has been examined by me and found to comply with the fire prevention requirements set forth in the regulations governing plats of subdivided land adopted by the city council, with the following exceptions:"

*Matthew Stone*  
City Fire Marshal

City Engineer

"*Laura Wheelock*, city engineer, do hereby certify that this plat has been examined by me and found to comply with the engineering requirements set forth in the regulations governing plats of subdivided land adopted by the city council, with the following exceptions:"

*Laura Wheelock*  
City Engineer

"Approved by Resolution of the City of Burlington Development Review Board, Burlington Vermont, on this day of 20 Subject to All Requirements and Conditions of The Comprehensive Development Ordinance of the City of Burlington, Vermont."

Signed This 1 day of April 20 26  
By: *[Signature]*  
Witness: *[Signature]* DRB Chair

Zoning Permit / Certificate of Appropriateness #

Notes

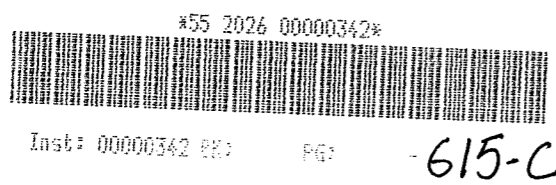
1. The purpose of this subdivision plat is to depict the subdivision of existing parcel 053-2-009-000, V.1498 Pg.316 into lots 1, 2, 3, and Future Street.
2. This plan is based on records researched in the city of Burlington, VT, land records and a closed loop traverse using a total station completed on 1/13/2025. Accuracy of measurements meet the standards for a urban survey survey.
3. Distances are shown to the hundredth of a foot and bearings are shown to the nearest second for mathematical closure purposes only.
4. Map References: "ALTA/NSPS Land Title Survey, Lands of Ride Your Bike, LLC, 125 Lakeside Avenue Burlington Vermont" 7/31/2020 by Krebs and Lansing and map listed therein.

Champlain College INC  
V.1120 Pg.545  
Tax Parcel 053-2-007-000

Subdivision Plat  
for  
**Ride Your Bike, LLC**  
125 Lakeside Avenue,  
Burlington, Vermont

**LATITUDES Land Surveying**  
129B Spruce Street Burlington, VT  
latitudeslandsurveying.com

Date 2/19/2026  
Scale 1"=40'  
Project #25010  
Sheet 1 of 1



Received for Record at City of Burlington, VT  
On Mar 31, 2026 at 01:57P  
Katherine Schadt, CAO

**Exhibit C**  
**Phase 1 Project Approval – Site Plan**







**To:** City Council  
**From:** Kara Alnasrawi, CEDO Director  
Gummi Jonsson, CEDO Real Estate Development Manager

**CC:** Mayor Mulvaney-Stanak  
Chapin Spencer, Director of Public Works  
Laura Wheelock, City Engineer  
Maggie Callaghan, Housing Program Manager

**Date:** April 27, 2026

**RE:** Fourth Amendment to City Place ARDA 2.0 – Inclusionary Housing Delivery Timeline

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## **Background**

In November 2022, the City of Burlington entered into the Second Amendment to the Amended and Restated Development Agreement (ARDA 2.0) with Cityplace Partners, LLC (CPP) to secure the redevelopment of a portion of the property associated with the former Burlington Town Center Mall, including City-owned rights of way. There have since been three (3) amendments to ARDA 2.0, executed in June 2023, February 2024 and June 2025 respectively.

Beginning in 2025, the City of Burlington (the City) and the project partners (Owners) began discussions regarding the completion timeline for CityPlace, now Burlington Square, and the delivery of Inclusionary Zoning (IZ) units in light of evolving federal government policies that negatively affected workforce availability, construction costs, project duration, and financing considerations for both the South and North Towers. These discussions focused on preserving on site affordable housing consistent with City policy, while ensuring that any safeguards remained aligned with project feasibility, construction phasing, and the anticipated timing of project completion.

All Inclusionary Zoning units have always been planned for delivery within the North Tower. The South Tower fallback provision was established in the Second Amendment to ARDA 2.0, dated February 20, 2024, as a safeguard to ensure timely delivery in the event that the North Tower was not completed as anticipated under the project schedule at that time. Under that provision, if all Inclusionary Zoning units were not completed and available within the North Tower by June 30, 2026, eleven units, representing twenty percent of the fifty-three South Tower residential units, would be required to convert to Inclusionary Zoning units. While this framework reinforced timely delivery as a core objective, subsequent delays and cost increases have made the implementation of the South Tower safeguard increasingly difficult as originally contemplated because it is impractical to cause occupied market rate units to become affordable units during a lease term, or even upon expiration of a lease term.

The attached Fourth Amendment responds to ongoing construction challenges and proposes a targeted amendment that maintains the on-site delivery of all IZ units within the North Tower, extends the delivery deadline for the North Tower, and replaces the South Tower safeguard with a predictable, performance based mechanism tied directly to the completion of the North Tower in order to provide the City with a short term source of capital to provide affordable housing in the event that the Owner fails to meet the revised construction deadline.

### **Market Conditions and Construction Delays**

Since execution of the Second Amendment, the project has experienced continued delays driven by federal government policies, actions, and regulations that are outside the control of the Owners, including trade tariffs and immigration policies implemented at the federal level. These actions resulted in unexpected labor shortages, cost overruns, and significant delays in the delivery of imported construction materials, fixtures, furnishings, and equipment. Collectively, these impacts delayed the opening of the South Tower and the commencement of construction of the North Tower.

In addition, these federal government actions contributed to increased volatility in capital markets, leading to more conservative lender underwriting requirements both before and after closing. These changes have included, among other things, higher loan to value ratio requirements, higher liquidity requirements, higher debt to equity ratio requirements, and more stringent debt service coverage requirements.

### **Financing Considerations:**

All seventy-three (73) Inclusionary Zoning units within the project are being delivered without the use of public capital subsidies, housing tax credits, the City's Housing Trust Fund, or other direct public financing tools. As a result, the affordability obligation is borne entirely within the project's private capital structure, which allows public subsidy resources, including the City's Housing Trust Fund, to be directed toward other affordable housing projects city-wide.

This structure increases the importance of predictable cash flow and financing stability during construction and lease up, as the inclusionary units are not supported by external subsidy sources that could otherwise help absorb construction cost escalation, interest rate volatility, or phasing related delays.

In the context of Burlington, delivering this scale of on-site affordable housing without public subsidy is uncommon and represents a benefit to the City, as it allows limited housing resources to be directed toward other projects city-wide.

### **Proposed Inclusionary Housing Framework and Interim Safeguard**

The City proposes extending the delivery deadline for all Inclusionary Zoning (IZ) units within the North Tower to no later than December 31, 2027, consistent with the project's revised construction phasing schedule. As previously approved, all IZ units shall be delivered within the North Tower, and the prior South Tower fallback requirement shall be eliminated. The total inclusionary obligation shall remain unchanged and shall remain in conformance with ARDA 2.0.

To ensure that the project facilitates the provision of inclusionary housing even if the Inclusionary Zoning units are not yet complete, an interim safeguard shall apply. Commencing on January 1, 2028, and for each month thereafter that the required South Tower Inclusionary Zoning Units have not been completed and made available for occupancy within the North Tower, the Owner shall remit a monthly payment to the City's Housing Trust Fund.

This payment is intended solely as an interim measure to cause the project to facilitate the provision of inclusionary housing, as required by zoning, until the actual delivery of the required South Tower Inclusionary Zoning Units within the North Tower, as set forth in the Fourth Amendment to ARDA 2.0.

The monthly payment amount is currently estimated to be approximately eleven thousand dollars (\$11,000.00). It is based on the estimated rent differential between market rate units and Inclusionary Zoning units, as reasonably determined by the City based on comparable unit types and prevailing market rents. This estimate reflects the approximate difference between prevailing market rents and restricted IZ rents and is intended to approximate the affordability benefit that would otherwise be provided if the required South Tower Inclusionary Zoning Units were delivered on time. The monthly payment amount shall be formally established as of January 1, 2028 and shall be subject to periodic adjustment thereafter to reflect changes in prevailing market rents, in accordance with the Fourth Amendment to ARDA 2.0.

These monthly payments are intended to facilitate the provision of affordable housing even during a period when the Inclusionary Zoning units are not yet ready for occupancy. The payments shall not constitute a payment in lieu of Inclusionary Zoning units and shall not relieve the Owner of its obligation to deliver the full inclusionary requirement as set forth in the Fourth Amendment to ARDA 2.0.

#### **North Tower Phasing and Partial Occupancy**

The North Tower may be constructed and occupied in phases. However, no permanent certificates of occupancy shall be issued for residential units in the North Tower unless all eleven South Tower Inclusionary Zoning Units have been completed and made available for occupancy within the North Tower, and the Inclusionary Zoning requirements applicable to the relevant phase or element of the North Tower are satisfied.

For example, if the South Tower contains 53 units and the first phase of the North Tower contains 101 units, no permanent certificate of occupancy shall be issued for that phase unless all eleven South Tower Inclusionary Zoning Units have been delivered within the North Tower and the total number of Inclusionary Zoning units provided within that phase equals at least twenty percent of the combined residential units, or 31 units.

For clarity, twenty percent of the 101 units in the first residential phase equals 20 Inclusionary Zoning Units; however, the applicable requirement is based on the combined unit count, resulting in a total requirement of 31 Inclusionary Zoning Units.

Failure to satisfy these requirements prior to occupancy of any North Tower residential phase shall constitute noncompliance under the Fourth Amendment to ARDA 2.0.

#### **Conclusion**

**This proposal preserves the City's policy preference for on-site inclusionary housing, provides predictability in the timing and sequencing of Inclusionary Zoning unit delivery, and introduces a clear and predictable means of facilitation of affordable housing even if the project is further delayed, while recognizing that there have been forces beyond both the City's and the Owner's control that require a new project completion date of December 31, 2027. This framework recognizes that the inclusionary units are being delivered without public subsidy and is intended to support continued project viability so that all units, including the required Inclusionary Zoning units, can be delivered as negotiated, without relying on public funding mechanisms to meet the City's affordability requirements.**

**This amendment does not reduce the City's inclusionary housing requirements or provide relief from the obligation to deliver affordable units. Instead, it preserves all affordability commitments, maintains on-site delivery of all required affordable units, and introduces a clear remedy if those units are delayed. This approach reflects the City's commitment to advancing housing production as a core priority, even in a challenging development environment, while ensuring that affordability commitments are fully preserved, enforceable, and delivered on-site.**

All other provisions of ARDA 2.0 remain in full effect.

#### **Additional Documents:**

- 1) Fourth Amendment to ARDA 2.0
- 2) ARDA 2.0

**City Council Motion:**

To approve the amendments to the ARDA and to authorize the Mayor of the City of Burlington to execute the Fourth amendment to the CityPlace second (2<sup>nd</sup>) Amended and Restated Development Agreement (ARDA 2.0) between the City of Burlington and CityPlace Partners LLC subject to the review and approval of the documents by the City Attorney's Office.

## **Fourth Amendment to Second Amended and Restated Development Agreement**

This Fourth Amendment to Second Amended and Restated Development Agreement (this “Fourth Amendment”) is entered into as of April \_\_, 2026 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners, LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### Background

- A. The Parties entered into that certain Second Amended and Restated Development Agreement, dated November 9, 2022 (“ARDA 2.0”), to facilitate Owner’s development of the CPP Property and the City Property with the Revised Project.
- B. Also on November 9, 2022, the Parties entered into that certain CityPlace – ARDA 2.0 Escrow Agreement (the “ARDA 2.0 Escrow Agreement”), through which the Parties placed into escrow with the Escrow Agent (as defined therein) certain documents in connection with the implementation of ARDA 2.0.
- C. The Parties, acting through their designated representatives as provided in Section 20 of ARDA 2.0, entered into that certain Letter Agreement dated as of January 15, 2023 to memorialize the Parties’ understanding with respect to certain milestones to have been accomplished under the Agreement by such date (the “January 15 Letter Agreement”).
- D. The Parties have further amended ARDA 2.0 by First Amendment to Second Amended and Restated Development Agreement dated June 6, 2023 (the “First Amendment”), by Second Amendment to Second Amended and Restated Development Agreement dated February 20, 2024 (the “Second Amendment”) and by Third Amendment to Second Amended and Restated Development Agreement dated June \_\_, 2025. References to ARDA 2.0 mean and refer to ARDA 2.0 as amended by the January 15 Letter Agreement, the First Amendment, the Second Amendment, and the Third Amendment.
- E. In the Second Amendment to ARDA 2.0, dated February 20, 2024, the City agreed to allow Owner to locate the entirety of the Inclusionary Units for the Revised Project within the North Tower, while establishing a fallback requirement that, if such units were not completed and available for occupancy by June 30, 2026, a portion of the South Tower units would be required to be occupied as Inclusionary Units. In the Third Amendment, the City further extended the North Tower completion date and allowed for the issuance of temporary certificates of occupancy for portions of the South Tower, subject to certain conditions.
- F. The Parties now wish to again amend ARDA 2.0 to establish a revised construction completion deadline for the North Tower, to establish an interim payment mechanism to address any temporary delay in the delivery of Inclusionary Units while preserving the requirement that such units be delivered within the Project if Owner does not meet the revised construction completion deadline for the North Tower, and to address the additional matters described herein.

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Recitals / Defined Terms. The background recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein. Any initially capitalized term used in this Fourth Amendment and not otherwise defined in this Fourth Amendment shall have the meaning provided for such term in ARDA 2.0.
2. Revised Project Completion Date. The Parties agree that the date by which Owner shall complete construction of the North Tower shall be December 31, 2027 (instead of September 30, 2027 as set forth in Section 2 of the Third Amendment).
3. South Tower Inclusionary Units. The Parties agree that Owner is required to provide eleven (11) Inclusionary Units in connection with the South Tower (the “South Tower IZ Units”), and that Owner may provide all eleven (11) of the South Tower IZ Units within the North Tower in addition to the Inclusionary Units that Owner is required to provide in connection with the North Tower. In recognition of the fact that the construction completion date for the North Tower has been extended to December 31, 2027, and that the South Tower IZ Units will not be completed and available for occupancy within the North Tower by June 30, 2026 (as had been contemplated by Section 3 of the Third Amendment), the Parties agree that to the extent Owner shall not have provided all of the South Tower IZ Units by December 31, 2027, then beginning on January 1, 2028 Owner will pay a monthly fee to the City’s Housing Trust Fund equal to the rent differential between market rate units and Inclusionary Units, as determined by the manager of the City’s Housing Trust Fund, based on comparable unit types and prevailing market rents for similar units within the Project, multiplied by the shortfall in the number of South Tower IZ Units required to be delivered in the North Tower (“South Tower IZ Shortfall Payments”).
4. South Tower IZ Shortfall Payments. Owner will make the South Tower IZ Shortfall Payments as an interim safeguard to address the temporary delay in delivery of IZ Units; they do not constitute a payment in lieu of providing Inclusionary Units and their payment shall not relieve the Owner of its obligation to deliver all of the South Tower IZ Units in the North Tower, in the manner required by ARDA 2.0. Owner will make the South Tower IZ Shortfall Payments to the City Housing Trust Fund within thirty (30) days of its receipt, which may be delivered via email, of an invoice therefor from the City, and after its receipt of an initial invoice Owner will continue to pay the same amount on the first day of each month thereafter until it receives a revised invoice from the City upon a recalculation of the amount of the rent differential based on changes in prevailing market rents. Such payments shall continue until all South Tower IZ units have been delivered.
5. Temporary Certificates of Occupancy. The City agrees to issue temporary certificates of occupancy for residential phases or elements of the North Tower as they are completed so long as the completed residential phases or elements of the North Tower include a number of Inclusionary Units that are ready for immediate occupancy calculated based on the combined number of residential units in the South Tower and in all residential phases of

the North Tower that have received (or are receiving) certificates of occupancy. For the avoidance of doubt, the Inclusionary Zoning requirements shall be applied cumulatively across all residential units in the South Tower and each residential phase of the North Tower that have received certificates of occupancy, and compliance shall be required at the time of occupancy of each such residential phase. No permanent certificates of occupancy shall be issued for residential units in the North Tower unless (i) all South Tower Inclusionary Zoning Units have been completed and made available for occupancy within the North Tower, and (ii) the Inclusionary Zoning requirements applicable to such units are satisfied. For example, the first residential phase or element of the North Tower shall include all of the South Tower IZ Units plus the number of Inclusionary Units required for such phase or element of the North Tower, calculated based on twenty percent (20%) of the residential unit count within the phase or element of the North Tower that is receiving a certificate of occupancy. For example, the South Tower contains 53 residential units and the first residential phase of the North Tower contains 101 residential units, for a total of 154 residential units with certificates of occupancy. At that time, a minimum of 31 Inclusionary Units (20%) must be completed and available for occupancy. Accordingly, no permanent certificate of occupancy shall be issued for such residential phase unless all eleven (11) South Tower Inclusionary Units have been delivered within the North Tower and the total number of Inclusionary Units provided equals at least twenty percent (20%) of such combined residential units.

6. Ratification of ARDA 2.0. Any conflict between the terms of this Fourth Amendment and ARDA 2.0 will be resolved in favor of this Fourth Amendment. Except as expressly modified by the terms of this Fourth Amendment, the terms of ARDA 2.0 remain in full force and effect and are hereby ratified and affirmed by the Parties. Except as expressly set forth herein, this Fourth Amendment does not waive or modify any rights or obligations under ARDA 2.0. Owner agrees that the City's limited agreement in this Fourth Amendment to extend the time for the satisfaction of certain conditions set forth in the ARDA 2.0 will not be construed to require the City to grant any future such extension or modification.
7. Counterparts. This Fourth Amendment may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though one originally executed document. Signatures to this Fourth Amendment transmitted by electronic means shall be valid and effective to bind the Party so signing.

*Signature Page to Follow*

In Witness Whereof, this Fourth Amendment is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

**City of Burlington**

By: \_\_\_\_\_  
Emma Mulvaney-Stanak  
Mayor

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on April \_\_\_\_, 2026 by Emma Mulvaney-Stanak as Mayor and Authorized Agent of the City of Burlington.

Before me, \_\_\_\_\_  
Notary Public State of Vermont  
My commission expires: 1.31.27  
My credential number: \_\_\_\_\_

**Cityplace Partners, LLC**

By: \_\_\_\_\_  
David C. Farrington, Jr.  
Managing Member

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on April \_\_, 2026 by David C. Farrington, Jr. as Managing Member and Authorized Agent of Cityplace Partners, LLC.

Before me, \_\_\_\_\_  
Notary Public State of Vermont  
My commission expires: 1.31.27  
My credential number: \_\_\_\_\_

## Second Amended and Restated Development Agreement

This Second Amended and Restated Development Agreement (“Agreement”) is entered into as of November, 9, 2022 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### Background

- A. Owner owns certain real property depicted as Parcel 2 on a plan entitled “Lot Line Adjustment for BTC Mall Associates LLC, 101 Cherry Street, Burlington, Vermont” prepared by LATITUDES Land Surveying dated January 9, 2017, last revised January 24, 2017, consisting of 1 sheet, recorded in Map Slide 533B of the City of Burlington Land Records (the “Plan”), numbered 130 Bank Street, Burlington, Vermont, Parcel No. 044-4-033-000 (the “CPP Property”), having acquired the same by the deed of BTC Mall Associates LLC (the “Prior Owner”) recorded May 27, 2022 in Book 1668 at Page 151 of the City of Burlington Land Records. The CPP Property was formerly improved with a portion of a large retail shopping mall known as “Burlington Town Center” and a parking garage.
- B. City owns, as public right of way, certain real property depicted as Parcel 1 and Parcel 3 on the Plan by virtue of the Warranty Deed of Prior Owner to the City dated as of May 14, 2021 and recorded in Book 1595 at Page 25 of the City of Burlington Land Records (respectively, “Parcel 1” and “Parcel 3” and collectively, the “City Property”).
- C. The Burlington Town Center mall opened in 1976 under the name “Burlington Square Mall” in conjunction with 1960s-era urban renewal development in the City of Burlington. While the mall originally expanded the retail base of the City’s downtown, for several years prior to its substantial demolition, it was a chronic underperformer economically. The site is also a barrier to north-south connectivity and has precluded the growth of a vibrant street life on Bank Street and Cherry Street.
- D. The City has undertaken a community planning process known as “*planBTV – Downtown & Waterfront Master Plan*” (“PlanBTV”), which contemplates the redevelopment of the CPP Property, among other property, in a manner that would utilize the CPP Property more intensively in order to infill downtown development and provide more active street-level uses, would include a mix of affordable and market rate downtown housing, retail and services, and would also restore and/or improve connectivity to the urban grid along Pine Street and St. Paul Street.
- E. The City and the Prior Owner entered into a Development Agreement dated as of October 26, 2017, as amended by Letter Agreement dated August 27, 2018 and fully executed on September 7, 2018 (as amended, the “Original Development Agreement”) with respect to the redevelopment of the CPP Property and the City Property with a certain mixed-use project described and defined therein, which was approved by the Burlington Development Review Board (“DRB”) by findings of fact and decision for

File No. ZP17-0662CA/MA dated March 17, 2017, as modified by Judgment Order dated July 17, 2017 executed by the State of Vermont Superior Court, Environmental Division, in the matter captioned *Devonwood Investors, LLC 75 Cherry Street*, Docket No. 39-4-17 Vtec. Such DRB approval, as so modified by such order, is referred to herein as the “Original Approval”, and the project approved by the Original Approval is referred to in this Agreement as the “Original Project”.

- F. The Prior Owner demolished certain portions of the former Burlington Town Center in 2018, and no construction activity has occurred on the CPP Property or the City Property since that time.
- G. Pursuant to application made by the Prior Owner, on March 8, 2021 the DRB approved certain modifications to the Original Project (as approved, the “Revised Project”). Such DRB approval is referred to in this Agreement as the “Revised DRB Approval”. The Revised Project may be further revised through the regulatory processes consistent with and subject to the provisions of this Agreement, and as ultimately may be approved by the DRB. Zoning permit ZP21-0414CA/MA / ZP20-717 OG for the Revised Project was issued on October 26, 2021.
- H. The Revised Project includes the Private Improvements and the Public Improvements, all as subject to the terms of this Agreement. The Revised Project contemplates the development of the CPP Property and the City Property with one or more buildings collectively measuring  $\pm 703,000$  sq. ft. and being no higher than 10 stories, including the following features and characteristics (all numbers are approximations and may change due to final architectural and engineering requirements):
- $\pm 427$  residential housing units and residential amenities, including a mix of unit sizes and including both market rate and affordable (i.e., inclusionary) housing units and rental and owner-occupied units.
  - $\pm 45,000$  sq. ft. of first class retail space, designed to attract a mix of local, regional and national retailers, service providers, and restaurants.
  - $\pm 3,000$  sq. ft. community space (the “Community Space”).
  - A  $\pm 425$  space parking garage including above and below-grade parking spaces, including the provision of covered long term bicycle parking facilities.
  - Short-term bicycle parking facilities.
  - The re-establishment of St. Paul Street over the Parcel 3 right of way as a 60 foot-wide through, public street running between Bank Street and Cherry Street.
  - The re-establishment of Pine Street over the Parcel 1 right of way as a 60 foot wide through, public street running between Bank Street and Cherry Street.

- A rooftop observation deck, a portion of which is to be made available to the public, subject to the Owner’s reasonable rules and regulations and periodic, short-term closures for private rentals and events.
- I. To facilitate development of the CPP Property and the City Property with the Revised Project, the Prior Owner and the City entered into the following agreements, among others: (i) CityPlace Escrow Agreement, dated February 28, 2021 (the “Escrow Agreement”); (ii) Amended and Restated Development Agreement, dated May 14, 2021 (the “First ARDA”); (iii) Post Escrow Agreement, dated May 14, 2021 (the “Post Escrow Agreement”); (iv) Memorandum of Amended and Restated Development Agreement, dated May 14, 2021, recorded in Book 1595 at Page 42 of the City of Burlington Land Records; (v) Right of First Offer, dated May 14, 2021, recorded in Book 1595 at Page 52 of the City of Burlington Land Records; (vi) Memorandum of Agreement, dated May 14, 2021, recorded in Book 1595 at Page 47 of the City of Burlington Land Records; (vii) First Amendment to Amended and Restated Development Agreement, dated September 2, 2021 (the “First Amendment to First ARDA”); and (viii) Memorandum of Understanding and Agreement for Stormwater System Operation and Maintenance dated as of October 22, 2021. In addition, the City, the Prior Owner, and 100 Bank, LLC entered into a Memorandum of Understanding dated July 20, 2021 (the “100 Bank MOU”), providing among other things for the resolution of certain matters pertaining to 100 Bank, LLC as addressed in the First ARDA.
- J. Subsequent to the negotiation of the First ARDA, and unrelated to the First ARDA, the Vermont legislature amended certain legislation, the effect of which would allow the Parties to restructure certain of the milestones for the Revised Project as set forth in the First ARDA.
- K. To further facilitate Owner’s development of the CPP Property and the City Property with the Revised Project, the Parties now desire to amend and restate the First ARDA, as amended by the First Amendment to First ARDA, in its entirety.

Index of Definitions

“100 Bank MOU” has the meaning set forth in Recital I.

“Actual TIF Borrowing Costs” has the meaning set forth in Section 4(c)(ii)(D).

“Additional Public Improvements” has the meaning set forth in Section 2(h)(i).

“Additional Tax Parcels” has the meaning set forth in Section 4(e).

“Agreement” has the meaning set forth in the Preamble.

“Applicable Laws” has the meaning set forth in Section 1(b).

“Available TIF Amount” has the meaning set forth in Section 4(c)(i).

“BBA” has the meaning set forth in Section 4(g)(iii).

Execution Version

“BPD” has the meaning set forth in Section 4(g)(iii).

“CPP Property” has the meaning set forth in Recital A.

“business day” has the meaning set forth in Section 13.

“CEDO” has the meaning set forth in Section 2(f).

“City” has the meaning set forth in the Preamble.

“City Property” has the meaning set forth in Recital B.

“City Tier 1 Cap” has the meaning set forth in Section 3(h)(ii)(J)(a).

“Commence Construction of the Revised Project”, and variants thereof, has the meaning set forth in Section 1(a)(i).

“Community Space” has the meaning set forth in Recital H.

“Completion” has the meaning set forth in Section 1(a)(iii).

“Continuous and Ongoing Construction”, and variants thereof, has the meaning set forth in Section 1(a)(ii).

“DPW” has the meaning set forth in Section 4(g)(iii).

“DRB” has the meaning set forth in Recital E.

“Effective Date” has the meaning set forth in the Preamble.

“Eligible Macy’s Easement Costs” has the meaning set forth in Section 3(h)(ii)(J)(c).

“Escrow Agreement” has the meaning set forth in Recital I.

“Estimated TIF Funding Amount” has the meaning set forth in Section 4(c)(i).

“Event of Force Majeure” has the meaning set forth in Section 7.

“Expected TIF Borrowing Costs” has the meaning set forth in Section 4(c)(ii)(D).

“Final Budget” has the meaning set forth in Section 3(h)(ii)(B).

“Final Public Improvement Plans” has the meaning set forth in Section 3(b).

“First ARDA” has the meaning set forth in Recital I.

“GMT” has the meaning set forth in Section 2(g).

“Grant Funding” has the meaning set forth in Section 25.

Execution Version

- “Grant Funding Election” has the meaning set forth in Section 25(a).
- “Inclusionary Units” has the meaning set forth in Section 2(b).
- “Macy’s Easement” has the meaning set forth in Section 3(h)(ii)(J)(c).
- “Major Change” has the meaning set forth in Section 2(i).
- “Modified Public Improvements” has the meaning set forth in Section 1(d).
- “MPI Construction Contract” has the meaning set forth in Section 1(m).
- “MPI Plans and Specs” has the meaning set forth in Section 1(d).
- “Not to Exceed TIF Funding Amount” has the meaning set forth in Section 4(b).
- “Outside PI Completion Date” has the meaning set forth in Section 1(h).
- “Original Approval” has the meaning set forth in Recital E.
- “Original Development Agreement” has the meaning set forth in Recital E.
- “Original Project” has the meaning set forth in Recital E.
- “Outside Commencement Deadline” has the meaning set forth in Section 1(k).
- “Owner” has the meaning set forth in the Preamble.
- “Parcel 1” has the meaning set forth in Recital B.
- “Parcel 3” has the meaning set forth in Recital B.
- “Party” or “Parties” has the meaning set forth in the Preamble.
- “Phase” or “Phases” has the meaning set forth in Section 1(e).
- “PI Scope One” has the meaning set forth in Section 3(b).
- “PI Scope One Cap” has the meaning set forth in Section 25.
- “PI Scope Two” has the meaning set forth in Section 3(b).
- “PI Scope Two Cap” has the meaning set forth in Section 25.
- “Plan” has the meaning set forth in Recital A.
- “PlanBTV” has the meaning set forth in Recital D.
- “Podium” has the meaning set forth in Section 1(e)

“Post Escrow Agreement” has the meaning set forth in Recital I.

“Preliminary Budget” has the meaning set forth in Section 3(h)(ii)(B).

“Prior Owner” has the meaning set forth in Recital A.

“Private Improvements” has the meaning set forth in Section 1(e).

“Public Improvements” has the meaning set forth in Section 1(d).

“Revised DRB Approval” has the meaning set forth in Recital G.

“Revised Project” has the meaning set forth in Recital H.

“Revised Project Construction Commencement Deadline” has the meaning set forth in Section 1(k).

“Targeted Job Applicants” has the meaning set forth in Section 5(b)(i).

“Temporary Construction Easement” has the meaning set forth in Section 1(m).

“TIF Borrowing Costs” has the meaning set forth in Section 4(c)(ii)(D).

“TIF Construction Contract” has the meaning set forth in Section 4(a).

“TIF Eligible Costs” has the meaning set forth in Section 3(h)(ii)(B).

“TIF Waterfall” has the meaning set forth in Section 3(h)(ii)(J).

“Waterfront TIF District” has the meaning set forth in Section 4(a).

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Construction of Revised Project.

a. As used in this Agreement, the following terms shall have the meanings that follow them:

- i. “Commence Construction of the Revised Project”, and variants thereof, including as the term may be applicable to one or more Phase(s) of the Revised Project, means that Owner, or another person under a binding written contract that is entered into prior to the work taking place, commences vertical construction of one or more of the Phases of the Private Improvements. As used herein Commencement of Construction shall not be deemed to have occurred by the conduct of preliminary activities such as planning or designing, securing financing, exploring, researching, obtaining permits, licensing, conducting surveys, environmental and engineering studies, clearing a site, test drilling to

determine soil condition, excavation to change the contour of the land, or the construction of roads, fencing, and buildings that are not an integral part of the Public Improvements or the Private Improvements but are to be used primarily in support of construction of the Public Improvements or Private Improvements, provided, however, that with respect only to the Podium Phase of the Revised Project, Commencement of Construction of the Revised Project will be deemed to have occurred by the conduct of below-grade activities such as excavation for and installation of all under slab utilities and drainage; excavation, forming and placement of concrete footings; forming and placement of concrete foundation walls; and associated insulation and water proofing.

- ii. “Continuous and Ongoing Construction”, and variants thereof, including as the term may be applicable to one or more Phase(s) of the Revised Project, means that work qualifying as Commenced Construction of the Revised Project shall, once commenced, proceed without material interruption to Completion excepting only delays in performance resulting from an Event of Force Majeure. Customary pauses in construction activities on account of non-working hours, weekends, holidays, unforeseen conditions, transitions between construction activities, and transitions between Phase(s) of the Revised Project shall not be deemed a “material interruption” as such term is used in the previous sentence. Notwithstanding the foregoing, the failure of Owner to Commence Construction of one or more of the building tower Phase(s) of the Revised Project (i.e. a Phase subsequent to the Podium Phase) on or before July 31, 2023 shall be deemed a “material interruption” in Continuous and Ongoing Construction of the Revised Project.
- iii. With respect to construction of the Revised Project, the term “Completion”, and variants thereof, means that a Unified Certificate of Occupancy (or its functional equivalent at the applicable time, which may include a temporary certificate of occupancy) has been issued by the City for the respective Phase(s) of the Revised Project.

b. The City agrees to cooperate in good faith with Owner to facilitate the timely development of the Revised Project in accordance with this Agreement, the Revised DRB Approval, and all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, zoning requirements, permits, licenses, authorizations, and requirements of all governments, departments, commissions, boards, courts, authorities and agencies of competent jurisdiction acting within the scope of their authority which now or at any time hereafter may be applicable to the Revised Project (collectively “Applicable Laws”). The City agrees to cooperate in good faith with Owner to join in any application to the State of Vermont for a public water supply infrastructure permit if the City’s involvement is required by the State of Vermont, and to join in any other permit application to the State of Vermont if the City’s involvement is required by the State of Vermont for such permit. Except for the Public Improvements, Owner agrees that it shall have no right to make any improvements to be made on the City Property without the City’s prior written consent.

c. Reserved.

d. Subject to the terms and conditions of this Agreement, Owner shall construct certain public improvements as described in this Agreement, including the re-establishment of St. Paul Street as a 60-foot-wide through, public street running between Bank Street and Cherry Street and the re-establishment of Pine Street as a 60-foot wide through, public street running between Bank Street and Cherry Street, together with the “activation” (as such term is described in Section 2(h)(i) of this Agreement) of the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street, all as further described in this Agreement (collectively, the “Public Improvements”). The Public Improvements shall be constructed on the City Property and within City right-of-way along the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street. The Public Improvements constructed on the Parcel 1 right of way will re-establish the segment of Pine Street running between Bank Street and Cherry Street. The Public Improvements constructed on the Parcel 3 right of way will re-establish the segment of St. Paul Street running between Bank Street and Cherry Street. For additional clarity, as provided in Section 2(h)(i) the City has completed the design of the streetscape within the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street; Owner’s obligation is to construct the “activation” of such areas as part of the Public Improvements.

**Exhibit C-1** attached hereto sets forth those components of the Public Improvements that would become the scope of work to be performed under the MPI Construction Contract (the “MPI Plans and Specs”). Such work (the “Modified Public Improvements”) generally consists of all below-grade work shown on the Final Public Improvement Plans, plus at-grade road and concrete sidewalks (or, by subtraction, all of the improvements shown on the Final Public Improvement Plans excepting granite, landscaping, and street furniture).

e. The “Private Improvements”, as such term is used herein, consist of the Revised Project other than the Public Improvements. Owner may construct the Private Improvements in up to four (4) phases (each, a “Phase”, together, the “Phases”), subject to the timelines set forth in Section 4 of this Agreement, the Revised DRB Approval and Applicable Laws. The four Phases consist of (i) the common garage and first floor superstructure (the “Podium”), and (ii) each of the three building towers to be constructed atop the Podium.

f. Reserved.

g. Reserved.

h. Owner shall complete the Public Improvements and deliver the same to the City in connection with the corresponding Phases of construction of the Private Improvements, provided that the entirety of the Public Improvements must be completed and delivered to the City no later than November 1, 2025 (the “Outside PI Completion Date”), as the same may be extended for Events of Force Majeure. Notwithstanding the foregoing, the Outside PI Completion Date may be extended with respect to any portion of the Public Improvements to be delivered in connection with a Phase of the Revised Project being constructed by a non-profit affordable housing provider due to delay(s) beyond June 1, 2023 in such housing provider obtaining financing approvals and/or grant funding for such Phase of the Revised Project, provided that in no event will the Outside PI Completion Date be extended beyond November

1, 2026 with respect to such portion of the Public Improvements. Owner shall deliver the activated streetscapes of the north side of Bank Street and the south side of Cherry Street concurrent with the delivery of the respective Phase of construction to which such activated streetscapes are adjacent and as provided in this Section.

i. The Owner shall, at the time of conveying Public Improvements to the City, also convey to the City, and the City shall acquire from Owner, all applicable warranties from Owner's contractors, subcontractors and material suppliers relating to the Public Improvements being conveyed. Prior to the City's acceptance of the Public Improvements, Owner shall comply with the requirements of the Revised DRB Approval and any permits issued for the Revised Project by the City's Department of Public Works. Reference is made to that certain Memorandum of Understanding and Agreement for Stormwater System Operation and Maintenance by and between the City and the Prior Owner dated as of October 22, 2021.

j. Owner agrees that prior to Commencing Construction of the Podium Phase and each subsequent Phase of the Revised Project, Owner shall provide the City with a copy of a construction contract which (i) contains a guaranteed maximum price to construct (A) the respective Phase(s) of the Revised Project that are subject to such construction contract and (B) with respect to the next Phase of the Revised Project following the Podium Phase, the entire scope of the Public Improvements consistent with the Final Budget, (ii) is secured by payment and performance bonds for the benefit of the construction lender, a completion guaranty for the benefit of the construction lender or another customary and commercially reasonable form of financial surety reasonably satisfactory to the City, and (iii) with respect to the next Phase of the Revised Project following the Podium Phase, includes an allowance for the Public Improvements that is consistent with the Final Budget. Owner further agrees that at least 30 days prior to the commencement of construction of the Public Improvements, Owner shall provide the City with a commercially reasonable performance guaranty for the benefit of the City, to the City's reasonable satisfaction. The Parties agree that Owner's satisfaction of Condition 13 of the Revised DRB Approval will fulfill Owner's performance guaranty requirements for the Public Improvements as set forth in the previous sentence, and the City agrees that in connection therewith the City will release of record that certain Guaranty of Completion dated November 16, 2017 and recorded in Deed Book 1378, at page 164 of the Burlington Land Records.

k. Notwithstanding anything to the contrary in this Agreement, Owner shall Commence Construction of the Podium Phase of the Revised Project on or prior to December 13, 2022 (the "Revised Project Construction Commencement Deadline"), provided, however, that the Revised Project Construction Commencement Deadline will be extended one day for each day during which an Event of Force Majeure occurs and is ongoing. Notwithstanding the foregoing, and notwithstanding the actual duration of any Event of Force Majeure, in no event will the Revised Project Construction Commencement Deadline be extended beyond June 30, 2023 (the "Outside Commencement Deadline").

l. Notwithstanding anything to the contrary in this Agreement, the Owner agrees that once Owner has Commenced Construction of the Revised Project, Owner shall diligently prosecute Continuous and Ongoing Construction to Completion.

m. Certain Remedies. If Owner (i) fails to Commence Construction of the Revised

Project on or prior to the Revised Project Construction Commencement Deadline, (ii) fails to maintain Continuous and Ongoing Construction of the Revised Project from and after having timely met its obligation to Commence Construction until Completion, and/or (iii) fails to timely complete and deliver the Public Improvements pursuant to Section 1(h), the City may elect the following in response: (A) to issue a notice to proceed under that certain construction contract attached hereto as **Exhibit C** (the “MPI Construction Contract”), and/or (B) to terminate that certain Temporary Construction Easement by and between the City and Owner with respect to the City Property dated May 14, 2021 and recorded in Book 1595 at Page 31 among the City of Burlington Land Records (the “Temporary Construction Easement”). Furthermore, if any of the events described clauses (ii) or (iii) above arise and, at such time, construction of the Public Improvements has proceeded beyond the scope of the work that is subject to the MPI Construction Contract, then, in addition to the City’s rights set forth in clauses (A) and (B) above, the City may also seek other remedies as may be available at law or in equity to compel the completion of the full scope of the Public Improvements and/or to reimburse the City for its cost to complete the same. The City’s rights in response to the failure of the Owner to meet one or more of the conditions set forth in clauses (i), (ii), and/or (iii) above shall be in addition to the City’s rights under Section 4 of this Agreement. Except in connection with the enforcement of the City’s remedial rights provided in this Section 1(m), and without limitation to the City’s rights under Section 4 of this Agreement, the City shall have no other remedies at law or in equity in response to the failure of the Owner to meet one or more of the conditions set forth in clauses (i), (ii), and/or (iii) above. Notwithstanding anything herein or in the MPI Construction Contract to the contrary, Owner may delay delivery of the above-grade portions of the work that is subject to the MPI Construction Contract to be constructed from the back of the curb into the site for a six (6) month period commencing on the Revised Project Construction Commencement Deadline if, within that six (6) month period, Owner has Commenced Construction of one or more of the building tower Phase(s) of Revised Project (i.e. a Phase subsequent to the Podium Phase), in which event Owner shall deliver such above-grade improvements from the back of the curb into the site consistent with the scope and other requirements of the Public Improvements hereunder. If Owner has not Commenced Construction of one or more of the building tower Phase(s) of Revised Project (i.e. a Phase subsequent to the Podium Phase) within such six-month period, then Owner shall deliver all above-grade work that is the subject of the MPI Construction Contract no later than the date that is six (6) months after the Revised Project Construction Commencement Deadline.

2. Certain Revised Project Features; Additional Public Improvements.

a. Sustainability. In addition to incorporating the Public Improvements and the Private Improvements, Owner agrees that: (i) the final plans and design for the Revised Project will accommodate and support alternative forms of transportation, including the use of bicycles, car-sharing, mass transit and other measures as may be approved in the Revised DRB Approval; (ii) the final plans and design for the Revised Project will include the installation of rooftop solar photovoltaic electric generation infrastructure as may be approved in the Revised DRB Approval, subject to Owner’s receipt of regulatory approval from the Vermont Public Utility Commission (if required) and to Owner’s entry into a reasonably acceptable interconnection agreement with Burlington Electric Department; (iii) the Revised Project will be built consistent with the requirements of ZA-16-14, Section 4.5.8(c)(6)(A), and will strive to achieve the energy reduction goals outlined in the “Architecture 2030 Challenge,” to the extent applicable to new

construction, and shall provide the City, upon written request from the City, with periodic updates regarding such efforts; (iv) Owner will work with Burlington City Arts on final plans and designs for public art installations in public spaces in the Revised Project, and the final plans and design for the Revised Project will incorporate City-approved public art installations that are reasonably satisfactory to the Owner and at no additional cost to Owner; and (v) the final plans and design for the Revised Project will incorporate accessibility features in accordance with Applicable Laws, and will also use reasonable efforts to incorporate so-called “universal” design standards which, if implemented, would facilitate all-ages accessibility to the Revised Project and which are consistent with the Revised DRB Approval.

Further, Owner acknowledges that it is the Owner’s intention that the Revised Project will be designed to minimize the use of fossil fuels to the greatest extent practicable and Owner intends to incorporate into the Revised Project a renewable primary heating system sized to meet at least 85 percent of the Revised Project’s heating load. To that end, Owner shall utilize good faith reasonable efforts, including providing funding for detailed engineering design, for such system to be fueled by either (i) electricity (which may include ductless heat pumps, geothermal heat pumps, Variable Refrigerant Heat Pumps, Air to Water Heat Pumps), or (ii) efficient central wood pellet or woodchip boiler or furnace. Notwithstanding the foregoing, if despite Owner’s good faith efforts, Owner reasonably determines that such system cannot be fueled in either manner described in clauses (i) or (ii) above because doing so would add material cost to the Revised Project, be technically incompatible with the Revised Project, or cause delay to the Revised Project then, after providing a letter to the City substantiating Owner’s determination, Owner may instead utilize a conventional heating system that satisfies efficiency standards and Applicable Laws in effect and applicable to the Revised Project.

b. Housing. Subject to the terms of the Revised DRB Approval, the Revised Project will include 424 residential housing units; however, the final unit count is subject to the Revised DRB Approval, including regarding final construction drawings and as-built design, which may alter the unit count number. Owner intends to provide a mix of housing unit sizes, designs, and costs meant to attract a mix of tenants as contemplated in PlanBTV. Twenty percent (20%) of the total units in the Revised Project (rounding up to the nearest whole unit), shall be inclusionary units in conformity with the City’s Inclusionary Zoning Ordinance (“Inclusionary Units”). Owner agrees that to the extent that Revised Project amenities are made available to the residential units, they shall be equally available to both the market-rate and affordable units on the same terms and conditions. Owner intends to provide housing primarily as rental units but may offer some units for sale. Owner agrees to provide the City with an opportunity to review and comment on the unit type and the unit size mix for the residential component of the Revised Project, as well as the unit location for the inclusionary housing units and the mix of rental and any ownership units, for conformity with the goals of PlanBTV, provided that Owner shall have complete discretion and shall retain final control over such issues. Nothing contained herein limits the availability of housing units in the Revised Project for occupancy by individuals, including, without limitation, those who may be pursuing full or part time higher education, seniors or work force members.

Nothing in this Agreement or this Section is intended to waive or reduce the obligations of Owner under Article 9 of the City of Burlington Comprehensive Development Ordinance, which is entitled “Inclusionary and Replacement Housing”. It is the intent of the Parties to this

Agreement to support Owner in meeting its obligations under this Section 2(b) and under Article 9 through the transfer of one of the Phases of the Revised Project for ownership and development by a non-profit affordable housing provider of an approximately 85-unit affordable housing project that would meet acute affordable housing needs, exceed the number of units Article 9 would require, and establish rents in a material number of units that are more deeply affordable than what Article 9 would require. If upon review by the City's Housing Trust Fund Manager, which review may include the review of relevant floorplans, residential units, bedroom counts, and residential unit sizes to be contained in all phases of the Revised Project, and such other relevant information as the City's Housing Trust Fund Manager shall reasonably request, all as such information is provided by Owner, the City's Housing Trust Fund Manager, upon advice by the City Attorney, determines that the foregoing statement of the Parties' intent with respect to the Inclusionary Units would require an amendment to Article 9 in order to implement, the City shall notify the Owner of the same and, in such event, the City, acting through the Office of the Mayor, shall use diligent, good faith efforts to submit, or cause to be submitted, in writing to the City Planning Commission such an amendment, and thereafter to obtain final legislative approval of such an amendment. Owner acknowledges and agrees that only the Burlington City Council and Planning Commission have the authority to adopt such an amendment, which must occur in accordance with Applicable Laws. Notwithstanding anything to the contrary, the City makes no representation whatsoever as to the likely outcome or timing of such an amendment, and nothing in this Agreement shall prejudice the City Council's and/or the Planning Commission's right to enact or not to enact such an amendment.

c. Workforce Housing. In addition to the affordable, or inclusionary, housing to be included as a component of the Revised Project, Owner shall endeavor to develop some "workforce housing" as part of the residential component of the Revised Project, "workforce housing" being that which targets households with incomes between 80% to 120% of the median income for the Burlington/South Burlington MSA, adjusted for household size, and it being understood that these voluntary efforts on the part of the Owner shall create no new legal obligation to create or maintain such housing.

d. Low Income Housing Tax Credits. The City agrees to use its diligent, reasonable and good faith efforts to support Owner's efforts to apply for and obtain finance subsidies and Low Income Housing Tax Credits that are normally available from either the State of Vermont or the U.S. government to qualified Vermont development projects that include Affordable Housing and/or Work Force Housing, such as that which the Revised Project intends to offer.

e. Burlington Telecom. Owner agrees to afford Burlington Telecom the same opportunity to bid on the installation and provision of services to the Revised Project as Owner affords to other providers of the services offered by Burlington Telecom. Owner agrees to use reasonable efforts to utilize Burlington Telecom residential and commercial services if such services are available to the Revised Project on the timeline described herein and such services are available on terms and conditions that are competitive with other similar services on a commercial and residential basis and otherwise are satisfactory to the Owner.

f. Community Space and Rooftop Observation Space. Owner agrees to include the development of the Community Space as part of the Revised Project. The Community Space shall be available for use by community and/or civic groups during normal business hours and

pursuant to rules and regulations adopted by the Owner. The Parties agree that the Community Space may be located within an indoor portion of the rooftop observation deck. Otherwise, the Owner shall locate the Community Space elsewhere on the Owner's Property, as determined by the Owner in the Owner's sole discretion. Owner will work with the City to determine how the Community Space will be designed and programmed. The City, acting through its Community and Economic Development Office ("CEDO"), will work with Owner to develop programs and uses for the Community Space that will optimize its use for the benefit of the residents of Burlington. The rooftop observation deck shall be generally open to the public daily during normal business hours except for those times when it has been used or rented for private events, shall be made available for use by non-profit and educational organizations at discounted rates, and shall include gender-neutral restrooms for use by the public during those times when it is open to the public. The use of the rooftop observation deck shall at all times be subject to the Owner's rules and regulations, including those relating to fees and charges for its rental.

g. Parking and Transportation. Owner will work with Chittenden Area Transportation Management Association (CATMA) and Green Mountain Transit ("GMT") to optimize the interplay between the transportation services that such organizations offer and the parking component of the Revised Project. Owner shall install and implement parking garage safety measures including pervasive and adequate lighting subject to and consistent with Condition 2(c) of the Original Approval, as it may be amended, modified, replaced or superseded in the Revised DRB Approval, and a comprehensive security camera system that includes cameras at entry and exit points (including elevators) and in stairwells. Owner shall also install signage that reminds people not to leave valuables in vehicles. Parking garage stairways and elevators shall be well-lit.

h. Additional Public Improvements.

i. Apart from the Public Improvements to be provided by Owner as provided in this Agreement, the City may implement the "activation" of segments of (A) Bank Street between Church Street and St. Paul Street (including the north and south sides of the street), (B) Cherry Street between Church Street and St. Paul Street and between Pine Street and Battery Street (in each case including the north and south sides of the street), and (C) the north side of Cherry Street and the south side of Bank Street, in each case between Pine Street and St. Paul Street (collectively, the "Additional Public Improvements"). As used in this Agreement, "activation" of street segments means to include a high level of street design including sidewalks within the public right of way (which may be wider than those currently in place), street trees, pavers, street lighting, storm water features, sub-surface utilities and infrastructure. To achieve a consistent and holistic design, the City will be responsible for designing all Additional Public Improvements as more particularly described in this Agreement. For additional clarity, the City has completed the design of the streetscape within the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street, and Owner's obligation is to construct the "activation" of such areas as part of the Public Improvements.

- ii. The City shall have the right and option to construct some or all of the Additional Public Improvements using funds available within the Available TIF Amount or using other funding sources, in its discretion.

- i. Major Changes. A change to the Revised Project that would conflict with or be inconsistent with the provisions of this Agreement or Owner's obligations hereunder shall be considered a "Major Change." Owner shall not make a Major Change to the Revised Project without the prior consent of the City in its sole discretion. Owner shall retain the right in its sole discretion to make changes to the Revised Project that are not Major Changes.

3. Public Improvements and Additional Public Improvements.

- a. Owner shall, subject to and in accordance with the application of the reimbursement provisions described in Section 4 of this Agreement, construct the Public Improvements as a component of the Revised Project prior to the Outside PI Completion Date.

- b. Owner has completed 100% design plans and specifications for the Public Improvements, a schedule of which is attached hereto as Exhibit A (the "Final Public Improvement Plans"). In furtherance of the Grant Funding opportunity set forth in Section 25 of this Agreement, the Parties agree to work cooperatively in good faith to split the Final Public Improvement Plans into two (or more) parts no later than January 15, 2023 and to identify specifically which portions of the Public Improvements will be constructed and delivered with each Phase of the Revised Project. The first part (the "PI Scope One") will describe certain underground portions of the Public Improvements that Owner will construct regardless of whether or not the City makes its Grant Funding Election as provided in Section 25. The second part (the "PI Scope Two") will describe the balance of the Public Improvements that Owner will construct unless the City makes its Grant Funding Election as provided in Section 25 (in which event the City would construct).

- c. Owner will bid work pursuant to the Final Public Improvement Plans in accordance with the requirements of this Agreement, and the PI Scope One will be bid separately from the PI Scope Two. The City will review the bids against the Final Budget. The City may value engineer the work to the reasonable satisfaction of the City and Owner.

- d. If the City elects to proceed with Additional Public Improvements, the City will coordinate the design and construction of the same based upon the Final Public Improvement Plans. In the event changes to the Final Improvement Plans and/or the Public Improvements are required to accommodate the Additional Public Improvements, Owner will cooperate with the City (at no material cost to Owner) to provide for such changes.

- e. The scope of Public Improvements includes alternatives, as directed by the City, and at the City's cost (which may be reimbursable to the City to the extent there are funds available under the TIF Waterfall), for offsite improvements required in connection with the City's payment to acquire necessary rights from the owners of 100 Bank Street, 150 Bank Street, and 77 Pine Street.

- f. Reserved.

g. Owner shall construct the Public Improvements prior to the Outside PI Completion Date. Owner will be required to obtain encumbrance and/or excavation permits prior to performing any such work so that work within the public right-of-way will be properly regulated.

h. Construction of Public Improvements. The following provisions shall apply to the design, development and construction of the Public Improvements:

i. Design. Design of the Public Improvements is addressed in Sections 3(a) – 3(g) above. City staff, employed by the executive branch of municipal government including by CEDO and DPW, shall be authorized to review and approve the design plans and specifications, construction plans, bid packages and budget contemplated by this Agreement.

ii. Bidding and Budget.

A. No material deviations from the Final Public Improvement Plans may be made without the written prior approval of the City. Owner shall notify the City in writing of any and all proposed changes in the plans and specifications, and such changes must have the prior written approval of the City before they may be implemented, provided that the City shall act in a timely and reasonable manner with respect to any such changes proposed by the Owner. The City's approval will be considered reasonably withheld if a proposed change would cause the City to have to revise its plans for Additional Public Improvements or would add to the cost of any Additional Public Improvements, provided that the City will cooperate in good faith with the Owner to accomplish such changes if the City is reimbursed for the cost of design and/or construction changes through the TIF Waterfall or otherwise.

B. A preliminary budget with respect to the Public Improvements is attached as **Exhibit D** hereto (the "Preliminary Budget"). The Parties agree that the Preliminary Budget will require revision, is likely to include revised amounts for line items as well as additional line items, and is not conclusive. The Parties agree to work cooperatively in good faith to mutually agree upon a final budget (the "Final Budget") no later than January 15, 2023. If necessary in furtherance of the Grant Funding opportunity set forth in Section 25 of this Agreement, the Parties agree to work cooperatively in good faith to make separate allocations in the Final Budget for the PI Scope One and the PI Scope Two. The Final Budget will not exceed the Estimated TIF Funding Amount. The Final Budget will identify anticipated TIF Eligible Costs and the anticipated allocation and distribution of TIF Eligible Costs according to the TIF Waterfall. The Final Budget will include

those TIF Eligible Costs that Owner or Prior Owner has incurred or anticipates incurring after September 5, 2020. The Final Budget may include and/or be modified, as agreed by the Parties, if and as the Final Public Improvement Plans may be modified as provided in this Agreement and/or if Owner provides, prior to January 15, 2023 time being of the essence with respect thereto, documentation to the reasonable satisfaction of the City, of TIF Eligible Costs incurred by Prior Owner prior to September 5, 2020. The Final Budget, as it may be so amended, shall not exceed the Available TIF Amount and will include all costs for which Owner and City will be reimbursed pursuant to the TIF Waterfall, subject and pursuant to Section 4 of this Agreement, including all of the following related to the Public Improvements and any Additional Public Improvements as agreed upon: design costs; predevelopment costs and expenses; financing expenses; demolition costs; hard construction costs; soft construction costs; construction management fees and costs; insurance expenses; permitting costs; legal fees; environmental remediation costs; costs to equip the Public Improvements and Additional Public Improvements; costs of commissioning and installing public art within municipal rights-of-way; costs of acquiring property rights of third parties who own adjacent properties or properties contiguous with the rights-of-way where the Public Improvements and Additional Public Improvements will be constructed; other associated and related costs described in Question 4 of the November 8, 2016 municipal ballot; and the City's associated and related costs (collectively, the "TIF Eligible Costs"); subject to the understanding that the City will only reimburse costs and expenses in accordance with Applicable Laws and Section 4 of this Agreement and that TIF Eligible Costs shall be subject to and allocated and distributed between Owner and City in accordance with the TIF Waterfall. The Parties recognize that as the Public Improvements may be designed and performed in Phases, the Parties may prepare and/or agree upon a Final Budget for specific Phase(s) before a Final Budget covering all aggregate Public Improvements has been prepared/completed. Accordingly, although the Final Budget contemplated by this Agreement refers to the overall budget for the Public Improvements, as appropriate given the context, the term Final Budget may be construed to refer to particular Phase(s) of the Public Improvements.

- C. The project contingency included in the Final Budget shall not exceed 15% of the direct cost to construct the Public Improvements.
- D. In bidding the work, Owner shall obtain at least three bids from unrelated contractors for each element of the Public Improvements

(unless the City agrees otherwise), isolate those costs for which Owner intends to seek reimbursement from the City and require quantity and unit costs to facilitate the Parties' ability to determine whether such costs are properly reimbursable in accordance with this Agreement.

- E. Owner shall provide the City with all of the bids submitted from all contractors and subcontractors for the City's review and approval prior to accepting any particular bid. All bids selected will be mutually agreeable. If Owner desires to accept a bid that was not submitted by the lowest bidder, Owner shall provide the City with a written explanation for its preference.
- F. If Owner's general contractor intends to perform any work using its own forces without bidding such Public Improvements, then the cost to perform Public Improvements using the general contractor's own forces must be within 5% of the amount stated in the Final Budget, as agreed upon by the Parties, to perform the Public Improvements.
- G. The City shall have the right to have a third-party review any of the bids at its expense, provided that such review does not delay the Revised Project and the City shall not be entitled to reject any bid that is equal to or less than the amount reflected in the Final Budget.
- H. The Parties will use the winning bids as necessary to refine the Final Budget for the Public Improvements.
- I. The City reserves the right to modify the plans and specifications that describe the Public Improvements and adjust the scope of the Public Improvements in response to the bids so long as such modifications do not delay the Owner's timeline for the Revised Project or otherwise increase the unreimbursed costs of the Revised Project to Owner.
- J. Funds available under the Available TIF Amount to reimburse TIF Eligible Costs, subject to Section 4 of this Agreement, shall be allocated and distributed according to the following waterfall (the "TIF Waterfall"):
  - a. Tier 1, to reimburse the City for the City's TIF Eligible Costs for Public Improvements and Additional Public Improvements up to a cap of \$750,000, plus the amount of the City's payment to 100 Bank, LLC to acquire necessary rights to construct the Public Improvements on Parcel 1 and Parcel 3 and to use and enjoy Parcel 1 and Parcel 3 as

public right of way, as further provided in Section 4(g)(i) below (the “City Tier 1 Cap”). The City reserves the right to reimburse Owner for some or all of Owner’s TIF Eligible Costs from a source of funds other than the Available TIF Amount. In such event, the City’s Tier 1 Cap shall increase by one dollar for every dollar so paid to Owner by the City.

- b. Tier 2, to reimburse Owner for Owner’s TIF Eligible Costs in connection with any completed and delivered Public Improvements incurred on or after September 5, 2020.
- c. Tier 3, to reimburse Owner for Owner’s Eligible Macy’s Easement Costs. As used herein, “Eligible Macy’s Easement Costs” means the lesser of (a) one-half the value of the Macy’s Easement as timely appraised by an independent third party appraiser paid for by Owner as approved by the City, or (b) \$1,250,000. As used herein, the “Macy’s Easement” means those easement rights set forth in the Construction, Operation and Reciprocal Easement Agreement dated December 29, 1999, recorded in Book 643, page 96 of the Burlington Land Records that encumber the CPP Property and the City Property. Owner shall have until January 15, 2023 to complete, to the reasonable satisfaction of the City, the appraisal of the Macy’s Easement, time being of the essence with respect thereto, and following which time there shall be no Eligible Macy’s Easement Costs.
- d. Tier 4, any remaining amount of the Available TIF Amount shall be allocated and distributed in a ratio of 60% to 40%, (i) with 60% of such amount allocated and distributed to the City to pay for any Additional Public Improvements and/or the City’s TIF Eligible Costs in excess of the City Tier 1 Cap, and (ii) with 40% of such amount allocated and distributed to reimburse Owner for any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements. The City shall have sole discretion to allocate amounts among the items set forth in clause (i) above, provided that in no event shall Owner be required to pay for any Additional Public Improvements as a result of the City’s determination to allocate amounts for items in clause (i) above to TIF Eligible Costs other than the Additional Public Improvements. Notwithstanding anything to the contrary, Owner shall have until January 15, 2023 to document, to the reasonable satisfaction of the

City, any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements, time being of the essence with respect thereto, and following which time Owner shall have no further right to reimbursement of such costs.

- e. Distribution of all amounts pursuant to the TIF Waterfall will be subject to Section 4 of this Agreement and to the party who is seeking reimbursement providing appropriate and necessary backup documentation as required in this Agreement to substantiate the TIF Eligible Costs.

iii. Pre-Construction.

- A. Owner and Owner's general contractor and, where appropriate, relevant subcontractors shall attend a pre-construction meeting to review the Final Public Improvement Plans for the Public Improvements and agree upon a detailed schedule for construction of the Public Improvements that is consistent with the requirements of this Agreement, to:
  - a. specify what constitutes material versus non-material changes in the Public Improvements;
  - b. specify the approval process that the City will require for material changes in the Public Improvements; and
  - c. clarify the City's process for TIF administration including identifying which costs are TIF Eligible Costs, what back-up will be required prior to payment and what information must be provided in Owner's request for reimbursement.

iv. Construction.

- A. Reserved.
- B. No material deviations from the Final Public Improvement Plans may be made without the written prior approval of the City.
- C. Owner shall notify the City in writing of any and all proposed changes to the Final Public Improvement Plans and the City shall notify Owner within three (3) business days in writing as to whether any such proposed changes have been approved, not approved, or whether the City reasonably requires a specified number of additional days to review the proposed changes. Failure to provide such notice within three (3) business days, or within such specified number of additional days, shall be deemed to be approval by the City.

- D. Reserved.
- v. Construction Meetings and Inspections.
  - A. Weekly throughout the construction process Owner and Owner's general contractor shall invite the City and its agents to attend construction meetings to the extent that such meetings are concerned with or relate to the construction of the Public Improvements.
  - B. Weekly throughout the construction process, Owner and Owner's general contractor shall afford the City and its agents with full and complete access to the Public Improvements work so that the City and its agents have the opportunity to effectively inspect the Public Improvements during business hours and before work is covered to determine whether the Public Improvements are being constructed in accordance with the Final Public Improvement Plans.
  - C. The City's inspection representative(s) will be provided a heated workspace with access to data services in a job trailer or some other onsite location or a nearby offsite location, within one block of the project site, if Owner and the Owner's general contractor hold such meetings in such offsite location.
  - D. The Owner shall obtain the services of a Vermont licensed engineer, reasonably acceptable to the City, responsible to properly document and certify that the Public Improvements as completed conforms with the bid documents and construction plans and specifications, as amended and approved by the Parties. The City agrees that Engineering Ventures is acceptable for these purposes.
  - E. The City's inspection representative(s) will be provided daily field notes that relate to the Public Improvements work from the contractor's engineer within 3 business days of receipt of such reports by Owner.
  - F. Owner will provide submittals, requests for information (RFI) and correspondence regarding any Public Improvements work to the City's inspection representative(s). Owner agrees the inspections, reports, advice, or recommendations provided to the City by its agents or inspectors is solely for the City's benefit and that Owner may not rely on the reports, advice, or recommendations made to the City by the City's agents or inspectors and that the City shall have no liability or duty to the Owner on account of the reports, advice, or recommendations produced by its agents or inspectors.

Notwithstanding the foregoing, the City agrees to provide the Owner with a copy of each inspection report concerning the Public Improvements work prepared by the City's agents or inspectors within three (3) business days of receipt of such reports by the City.

- G. Owner shall provide the City and its agents with Owner's inspection reports and Owner's materials testing inspection reports relating to the Public Improvements work prepared by engineers and other professionals who are licensed, certified or otherwise qualified to make such reports, which reports shall be addressed to the City (meaning that the City will be an addressee of such reports) and the City will be entitled to rely thereon.
- H. Without limitation, Owner's testing agency reports and construction materials testing reports shall include such sampling and testing as may be required by the VTrans Material Sampling and Testing Manual, including without limitation the obligation to certify proper placement and compaction, and to verify that structural soils meet specifications.
- I. Owner shall provide the City with contractor submittals, including any certifications required for the funding source, for review and approval within three (3) business days after receipt for any of the Public Improvements work prior to the Public Improvements work being initiated. Should materials be used before they are approved they will not be eligible for reimbursement if they are inconsistent with the approved construction plans and specifications for the Public Improvements.
- J. Owner shall direct its engineers and other licensed professionals to provide the City with all third party inspection reports related to the Public Improvements work at the same time as they are submitted to Owner or Owner's representatives or agents.
- K. If the City determines it necessary to hire its own third party inspector(s), it will be at the City's expense and the City's inspector(s) will be allowed to perform testing and take samples as they deem necessary or desirable during normal business hours. Any such inspection activities shall be insured with such types and coverage amounts of insurance as are required for Owner and Owner's contractors pursuant to Subsection (ix) below and, prior to entering the construction site, and shall provide the Owner with proof of such insurance. Any such insurance policies shall name the Owner and Owner's representatives as additional insureds.

vi. Inspection Disputes.

- A. If, upon its inspection of the Public Improvements work, City reasonably believes there is any material deviation in the construction of the Public Improvements work from what is required by the Final Public Improvement Plans, the City shall provide written notice thereof to Owner within seventy-two (72) hours of the inspection identifying the specific deviations.
  - B. Within seventy-two (72) hours of Owner's receipt of the City's notice, Owner shall either commence to correct the deviations and diligently prosecute such corrections to completion, or shall provide the City with written notice as to why correction is not necessary.
  - C. Any dispute concerning corrective action of the Public Improvements work shall be resolved in accordance with the following procedure: Such disputes must be evaluated first by the City Engineer and then by the Director of Public Works. Should such a dispute be ruled in favor of the Owner, it will be allowed, in whole or in part, and paid as provided herein. Should such a dispute be denied in whole or in part by the Director of Public Works the Owner may appeal to the City of Burlington's Chief Administrative Officer. Should such a dispute be denied in whole or in part by the City of Burlington's Chief Administrative Officer, the Owner may pursue any remedy available at law or in equity.
- vii. TIF Administration – Monthly and Annual Reporting.
- A. To facilitate the City's ability to promptly reimburse Owner for TIF Eligible Costs in accordance the TIF Waterfall and Section 4 of this Agreement, quarterly (each quarterly report to be organized by month) throughout the performance of the Public Improvements work Owner shall provide the City with a spreadsheet that itemizes the amounts invoiced by each contractor and subcontractor together with invoice numbers, the dates of work covered by the invoices and brief descriptions of the work performed by each contractor and subcontractor, together with copies of:
    - a. requisitions submitted by contractors and subcontractors for performance of the Public Improvements work that describe the Public Improvements work performed;
    - b. evidence that the Public Improvements work for which payment was requisitioned has been inspected and accepted under the inspection process outlined above; and
    - c. evidence of payment that corresponds to the amount requisitioned.

- B. The City shall review the materials provided by Owner each month to confirm that the work performed and the amount paid by Owner for the Public Improvements work corresponds to the budgeted cost of the Public Improvements. If the City determines that the Public Improvements work performed and the amount paid for the same does not correspond to the budgeted cost of the Public Improvements, then it shall notify Owner of such determination within thirty (30) days after its receipt of Owner's submission, and the Parties shall work together in good faith to resolve the matter to their mutual satisfaction.
  - C. To facilitate the City's ability to promptly reimburse Owner for TIF Eligible Costs in accordance the TIF Waterfall and Section 4 of this Agreement, prior to June 30 of each year throughout the performance of the Public Improvements work Owner shall provide the City with annual reports with respect to items for which TIF funding is sought on forms provided by the City for such purposes, together with the back-up information and materials in the form specified by the City during the pre-construction and construction meeting process outlined above which the City must receive in order to expend TIF funds in compliance with applicable laws, rules and regulations, which information and materials must comply in form and substance with the requirements and rules of the Vermont Economic Progress Council as they may be amended from time to time.
  - D. In accordance with the requirements established by the Vermont Economic Progress Council, the annual reports must include information regarding the number and types of jobs - both construction and new permanent jobs - created by the Work and by the completed Revised Project using the North American Industry Classification System (NAICS) three-digit code, organized by the number of jobs created per sector per fiscal year.
- viii. Certification and Completion. After the Public Improvements have been completed and accepted by the City (A) in the manner specified in the Revised DRB Approval to the extent that such work is covered thereby and (B) to the extent that such work is not covered by the Revised DRB Approval, Owner shall provide the City with: a certification from the project engineer that the Public Improvements were completed in accordance with the approved plans and specification; as-built drawings in hard copy, AutoCAD and PDF formats; and all additional documentation prepared by the project engineer with respect to the Public Improvements including, without limitation, notes, photographs, reports, quality control testing reports, change orders, and submittals.

ix. Insurance.

- A. Liability Insurance. Throughout the performance of the Public Improvements work, Owner agrees that Owner and Owner's general contractor shall obtain and maintain:
- a. workers' compensation, disability benefit and other similar employee benefit acts as required by applicable law;
  - b. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than Two Million Dollars (\$2,000,000) per occurrence; and
  - c. Commercial General Liability Insurance covering Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of at least \$5,000,000 Combined Single Limit for each occurrence, to insure against all legal liability for personal injury (including death) and property damage suffered on or about the City Property or in the vicinity thereof (including within the adjacent public rights of way that will be under Owner's control pursuant to encumbrance permits issued for the Revised Project) or as a result of the exercise of rights granted pursuant to this Agreement.
- B. Professional Liability Insurance. Owner's general contractor and design professionals who prepare the final plans and specifications related to the Public Improvements shall carry a professional liability policy of errors and omissions insurance of at least \$2 million which names the City as an additional insured to the extent commercially available under customary practice, and Owner shall provide the City with certificates of insurance evidencing such coverage prior to the commencement of construction of the Public Improvements. If meeting such requirements would pose a hardship to any of Owner's design professionals, then the marginal cost of increasing such design professional's errors and omissions insurance coverage from \$1 million to \$2 million may be added to the cost of the Public Improvements as a TIF Eligible Cost by agreement of the Parties.
- C. All insurance shall be obtained from an insurer licensed in Vermont having an A.M. Best Rating of at least A-, financial size category VII or greater.
- D. Owner shall add the City as an additional insured on a primary non-contributory basis for any insurance policies with respect to

the work identified in this Section 3(h)(ix), to the extent that the City has an insurable interest. In addition, the liability policies and workers' compensation policies shall include a waiver of subrogation in favor of the City for all policies where the City is listed as additionally insured in the manner required by the previous sentence. The City agrees to pay for any incremental additional cost associated with obtaining such waiver of subrogation.

- E. Owner agrees that the insurance referenced in this Section 3(h)(ix) specify that the coverage to benefit the City shall be primary over any insurance maintained by the City. The City agrees to pay for any incremental additional cost associated with having the coverage specify that the coverage to benefit the City shall be primary over any insurance maintained by the City.
  - F. Owner shall provide the City with certificates of insurance evidencing such coverages prior to the commencement of construction of the Public Improvements and annually upon the renewal thereof until certification and completion of the Public Improvements in accordance with Subsection (viii) above.
  - G. All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the City.
  - H. Owner shall, at its own expense, pay all deductibles in connection with its insurance coverage. Nothing herein shall preclude the Owner from insuring the Revised Project under an OCIP plan of insurance so long as the OCIP plan meets the coverage requirements set forth in this Section 3(h)(ix).
- x. Liability. Owner agrees to be liable for the acts of its contractors, agents, and employees in connection with the construction of the Revised Project. City agrees to be liable for the acts of its contractors, agents, and employees in connection with its inspection of Revised Project construction.

4. Waterfront TIF District; Payment for Public Improvements.

a. Waterfront TIF District. The CPP Property is situated within the City of Burlington's Waterfront Tax Increment Financing District (the "Waterfront TIF District"), within which the City is authorized to invest public funds to construct or acquire infrastructure improvements that facilitate private investment, all in accordance with Applicable Laws and regulations and following approval by the Vermont Economic Progress Council, by the Burlington City Council and with the support of the voters via a public referendum. Municipal

debt incurred within the Waterfront TIF District is repaid using the incremental increase in property taxes generated by the real property located within the District over the property taxes that were generated by the District at the time that the District was first established, all as more particularly set forth and described in the laws and regulations by which the District was established and is now governed. The Vermont Legislature has authorized the City to issue Waterfront TIF District debt associated with the CPP Property no later than June 30, 2023 and to extend the period to retain municipal and education tax increment for the CPP Property until June 30, 2035 as long as Owner shall have, prior to debt issuance, provided to the City, for submission to the Vermont Economic Progress Council, one or more executed construction contract(s) and completion guarantee(s) evidencing Owner's commitment to construct not less than a total of \$50,000,000 (collectively, the "TIF Construction Contract") of private development on the Property. Owner acknowledges that in addition to any other limitations set forth and described in this Agreement, the City's ability to reimburse Owner for TIF Eligible Costs is dependent on Owner's compliance with the statutory requirements and approvals required in this provision.

b. Not to Exceed TIF Funding Amount. On November 8, 2016, the voters of the City of Burlington authorized the City Council to pledge the credit of the City to secure the repayment of indebtedness or make direct payment for the purpose of funding certain public improvements and related costs serving the Waterfront TIF District in an amount not to exceed \$21,830,000.00 (the "Not to Exceed TIF Funding Amount") as described more particularly in Question 4 of the November 8, 2016 municipal ballot. The Parties acknowledge and agree that the Not to Exceed TIF Funding Amount was premised on the expected tax increment to be generated by the Original Project and that the reduced scale and the Owner's proposed phasing of the Revised Project will not support issuance of indebtedness close to the Not to Exceed TIF Funding Amount.

c. Available TIF Funding; Conditions for Issuance of TIF Debt.

i. Available TIF Amount. The City preliminarily estimates that the tax increment that would be generated by the Revised Project over a period beginning with the expected dates for issuance of a Unified Certificate of Occupancy for all Phases of the Private Improvements and ending June 30, 2035 could support issuance of an estimated \$10,000,000 in TIF debt (the "Estimated TIF Funding Amount"). The City makes no representation whatsoever about the actual amount of TIF debt the Revised Project will actually support. As the Revised Project progresses through design development, the City will update and finalize its determination of the amount of TIF debt that the Revised Project would support (the City's final determination of such being referred to herein as the "Available TIF Amount"). Until the City has made a final determination of the Available TIF Amount, the Parties shall use the Estimated TIF Funding Amount (as it may be revised by the City's projections for the Available TIF Amount) for planning purposes as a placeholder for the Available TIF Amount. The City shall determine both the aggregate Available TIF Amount that would be supported by the Revised Project, as well as the respective amounts that each Phase of the

Revised Project would support, all based on the schedule for delivery of the Revised Project and the parameters for the Waterfront TIF District. Owner agrees that the City's obligations to calculate the Available TIF Amount require Owner's timely cooperation and provision of requisite information about the Revised Project and that in no event (including an Event of Force Majeure) will the City's obligation to calculate the Available TIF Amount extend beyond April 30, 2023, except as the City may otherwise determine in its sole and absolute discretion.

- ii. Conditions for Incurrence of TIF Debt. Subject to and in reliance on the timely satisfaction of the conditions set forth in Subsections (A) – (I) of this Section 4(c)(ii), the City shall, on or prior to June 30, 2023, incur TIF debt in an amount, at a minimum, equal to the portion of the Available TIF Amount that can be supported by the TIF Construction Contract. Subject to Applicable Laws, the City may also incur TIF debt in such greater amount as the City, in its sole and absolute discretion, may determine can be supported by any additional Phase(s) of the Private Improvements not yet included in the TIF Construction Contract. Notwithstanding anything to the contrary, the City may waive (in whole or in part) or extend the dates with respect to any of the conditions set forth in Subsections (A) – (I) of this Section 4(c)(ii) in the City's sole and absolute discretion.
  - A. On or prior to February 1, 2023, the City and Owner shall have agreed on any further modifications to the Final Budget and the TIF Eligible Costs to be allocated and distributed pursuant to the TIF Waterfall.
  - B. On or prior to March 1, 2023, Owner shall have provided to the City, for submission to the Vermont Economic Progress Council, the fully executed TIF Construction Contract and the fully executed completion guarantee covering work that the City's determination of the Available TIF Amount is to be based on and evidencing Owner's commitment to construct not less than \$50,000,000 of private development on the CPP Property. The TIF Construction Contract shall include the full scope of the Public Improvements and shall be consistent with the Owner's obligation to complete the Public Improvements prior to the Outside PI Completion Date.
  - C. On or prior to March 1, 2023, the City shall have projected the Available TIF Amount, including the respective amounts that each Phase of the Revised Project would support.
  - D. Owner shall pay the City's TIF Borrowing Costs until Completion of the Revised Project.

On or prior to April 30, 2023, the City shall have determined the City's expected borrowing costs (which shall not include amortization of principal payments during the construction period) in connection with the debt issuance for the TIF during the period commencing with the issuance of the TIF debt and ending on the July 1 after the next April 1 following the expected date of issuance of a Unified Certificate of Occupancy for whatever Phase(s) of the Revised Project is/are used to support the TIF debt (the "Expected TIF Borrowing Costs").

Notwithstanding the amount of the Expected TIF Borrowing Costs, the Owner shall be obligated to pay the City's actual borrowing costs (which shall not include amortization of principal payments during the construction period) in connection with the TIF debt issuance during the period commencing with the issuance of the debt and ending on the July 1 after the next April 1 following the actual date of issuance of a Unified Certificate of Occupancy for whatever Phase(s) of the Revised Project is/are used to support the TIF debt (the "Actual TIF Borrowing Costs"). Within sixty (60) days following the end of the period described in the previous sentence, the City will calculate the Actual TIF Borrowing Costs and provide an invoice to Owner for the amount by which the Actual TIF Borrowing Costs exceeded the Expected TIF Borrowing Costs, which, except to the extent reasonably and in good faith disputed by Owner, such undisputed amount shall be paid by Owner to the City within thirty (30) days of receipt of the City's invoice, with reasonable supporting documentation. In the event that within such thirty (30) day period following receipt of the City's invoice and reasonable supporting documentation Owner reasonably and in good faith disputes all or a portion of the amount due, Owner shall submit to the City the agreed-upon amount due, and the Parties shall thereafter for a period not to exceed thirty (30) days work together in good faith to resolve the amount in dispute. In the event that the Parties cannot resolve their dispute within such thirty (30) day period, then either Party may take such actions as may be available under this Agreement and/or Applicable Laws.

"TIF Borrowing Costs" herein shall mean, as applicable, the Expected TIF Borrowing Costs and/or the Actual TIF Borrowing Costs. Subject to Applicable Law, the City shall use good faith efforts to reduce its aggregate TIF Borrowing Costs by reinvesting bond proceeds following issuance of the bonds and prior to the deployment of bond proceeds to reimburse TIF Eligible Costs as provided in this Agreement.

- E. On or prior to April 30, 2023, the Vermont Economic Progress

Council shall have issued all required approvals/confirmations relating to, and on or prior to May 15, 2023, the City's bond counsel shall have approved, the structure of the TIF debt to be issued by the City.

- F. On or prior to June 1, 2023, the Owner will fund an escrow account or provide an irrevocable letter of credit, in either case for the benefit of and upon terms reasonably acceptable to the City, in an amount equal to the Expected TIF Borrowing Costs, or an alternative form of guaranty to the City that is satisfactory to the City in its sole determination. The purpose of such escrow account, letter of credit, or alternative guaranty, is to establish a source of funds to pay Estimated TIF Borrowing Costs to the City. Accordingly, the City will have the immediate and unconditional right on a monthly basis to draw on such escrow account, letter of credit, or alternative guaranty to pay monthly installments of the Estimated TIF Borrowing Costs, in advance, commencing with the issuance of the TIF debt and ending on the July 1 after the next April 1 following the actual date of issuance of a Unified Certificate of Occupancy for whatever Phase(s) of the Revised Project is/are used to support the TIF debt.
- G. On or prior to May 1, 2023, Owner shall have (1) closed on construction financing with respect to the TIF Construction Contract, and (2) Commenced Construction of the Podium Phase (at a minimum) pursuant to the TIF Construction Contract.
- H. Reserved.
- I. Owner shall have obtained Completion of the entirety of the Revised Project on or prior to November 1, 2025. Notwithstanding the foregoing, such date may be extended with respect to any Phase of the Revised Project being constructed by a non-profit affordable housing provider due to delay(s) beyond June 1, 2023 in such housing provider obtaining financing approvals and/or grant funding for such Phase of the Revised Project, provided that in no event will such date be extended beyond November 1, 2026 with respect to such Phase of the Revised Project.

iii. Owner Failure to Meet TIF Conditions.

- A. In the event that Owner fails to timely meet any of the conditions set forth in Section 4(c)(ii)(A) – (H) prior to the City's issuance of the TIF debt, then the City shall have no obligation to issue the TIF debt and, therefore, no obligation to reimburse Owner for any TIF Eligible Costs; provided that Owner shall have up to thirty (30) days to cure a missed deadline to the extent that failure to

timely meet such condition is curable and such opportunity to cure does not materially and adversely affect the timing of the other conditions for the issuance of TIF debt and provided that in no event shall such cure period extend beyond June 15, 2023. In no event shall Owner's obligation to timely satisfy the conditions set forth in Section 4(c)(ii)(A) – (H) be extended for a Force Majeure Event. The City's rights in response to the failure of the Owner to meet one or more of the conditions set forth in Section 4(c)(ii)(A) – (H) prior to the City's issuance of the TIF debt shall be in addition to the City's rights under Section 1(m) of this Agreement. Except as provided in this Section 4(c)(iii)(A), and without limitation to the City's rights under Section 1(m) of this Agreement, the City shall have no other remedies at law or in equity in response to the failure of the Owner to meet one or more of the conditions set forth in Section 4(c)(ii)(A) – (H) prior to the City's issuance of the TIF debt.

- B. In addition, in the event, following the City's issuance of the TIF debt, Owner fails to timely obtain Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I), as may be extended for a Force Majeure Event (subject to Section 4(c)(iii)(C)), the City will have the right to redeem the TIF debt as set forth herein. The City may redeem the TIF debt by providing Owner at least sixty (60) days written notice prior to redemption, in which case the City shall have no obligation to reimburse Owner for any TIF Eligible Costs attributable to the Public Improvements that were to be constructed in connection with Phase(s) that were not timely completed, provided that, subject to all other requirements for reimbursement set forth in this Agreement, the City shall remain obligated to reimburse Owner for the TIF Eligible Costs attributable to the Public Improvements that were constructed and delivered to the City in connection with Phase(s) that were timely completed. Notwithstanding the foregoing, if, notwithstanding the Owner's failure to obtain Completion of the entirety of the Revised Project by the applicable deadline, and if Owner replenishes the escrow account, letter of credit, or alternative guaranty established as a source of funds to pay the Estimated TIF Borrowing Costs to the City to the extent needed to cover anticipated additional TIF Borrowing Costs, as determined by the City, and if Owner is diligently pursuing Completion of the entirety of the Revised Project and such Completion can reasonably be expected to occur within 120 calendar days following such deadline, the City shall not redeem the TIF debt unless the Owner has not obtained such Completion by the end of such 120-day period. In no event shall the City's redemption rights set forth in this Section 4(c)(iii)(B) be tolled for a Force Majeure Event. The City's redemption rights in response

to the failure of the Owner to timely obtain Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I) shall be in addition to the City's rights under Section 4(d) and Section 1(m) of this Agreement. Except in connection with the enforcement of the City's remedial rights provided in this Section 4(c)(iii)(B), and without limitation to the City's rights under Section 4 and Section 1(m) of this Agreement, the City shall have no other remedies at law or in equity in response to the failure of the Owner to timely obtain Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I). Notwithstanding the foregoing, nothing in this Section 4(c)(iii)(B) shall limit or affect the City's right, which the City expressly retains, to seek available remedies at law or in equity for failure of the Owner to meet its obligations under Section 4(c)(ii)(D) and/or (F) following the City's issuance of the TIF debt.

C. The deadline for obtaining Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I) above shall be extended for Events of Force Majeure, provided that Owner remains obligated to pay the Estimated TIF Borrowing Costs and to replenish the escrow account, letter of credit, or alternative guaranty established as a source of funds to pay the same.

iv. TIF Cooperation. The City will cooperate with Owner in good faith in connection with Owner's obligation to satisfy the above-listed conditions for issuance of the TIF debt.

v. TIF Debt Tranches. The City shall investigate the ability to issue TIF debt in tranches corresponding to the respective Phases of the Revised Project that are used to support the TIF debt, such that (A) TIF proceeds would be available to reimburse TIF Eligible Costs as the Public Improvements are completed and delivered to the City concurrent with the respective Phases of the Revised Project (as described in Section 1), and (B) the TIF Borrowing Costs could be reduced as the respective Phases of the Revised Project are Completed.

vi. Reserved.

d. Payment for Construction of Public Improvements. Subject to the requirements and contingencies set forth in this Agreement, Owner shall construct and equip the Public Improvements. Owner shall construct and equip the Public Improvements that are included in the Revised Project at its own cost and expense, and the City shall reimburse Owner for agreed-upon TIF Eligible Costs in accordance with the TIF Waterfall and in the manner set forth in this Agreement, subject to the conditions set forth above in Section 4(c)(ii) and below in this Section 4(d); provided however, that the City may partially reimburse Owner for such costs sooner at its discretion. The City acknowledges that the Owner will construct the Public Improvements in reliance upon the City's agreement to reimburse Owner for agreed-upon TIF Eligible Costs in

accordance with the TIF Waterfall and in the manner set forth in this Agreement, subject to the conditions set forth above in Section 4(c)(ii) and below in this Section 4(d). Subject to the Revised DRB Approval and Applicable Laws, the City shall cooperate in good faith and take such steps as may be reasonably necessary and appropriate to facilitate Owner's timely Completion of the Revised Project as provided in Section 4(c)(ii)(I). The City's obligation to reimburse Owner for agreed-upon TIF Eligible Costs in the manner set forth in this Agreement shall be subject only to the TIF Waterfall, Applicable Laws, and the following conditions and otherwise shall be unconditional and fully binding on the City:

- i. City and Owner shall have agreed upon the plans and specifications with respect to constructing and equipping the Public Improvements as provided in Section 3;
- ii. City and Owner shall have agreed upon the detailed Final Budget relative to the TIF Eligible Costs for which reimbursement is sought as provided in Section 3;
- iii. The City shall have received completed monthly and annual reports with respect to TIF Eligible Costs for which reimbursement is sought on forms to be provided to the Owner by the City for such purposes as provided in Section 3(h)(vii)(C) of this Agreement. Except as may be required by Applicable Laws, no other materials, forms or information shall be required of the Owner as a condition to the reimbursement. The City shall notify the Owner if any monthly report or annual report is not timely received by the City, in which case the Owner shall file such report within thirty (30) days following receipt of such notice;
- iv. In satisfaction of the applicable conditions set forth in Section 4(c)(ii)(I), and subject to extension as provided in that Section, Owner shall have timely obtained Completion of the entirety of the Revised Project, as may be extended for a Force Majeure Event (subject to Section 4(c)(iii)(C)). Notwithstanding the foregoing, the Owner may request, and subject to the terms and conditions of this Agreement (including the provisions for allocation and distribution under the TIF Waterfall) be entitled to, reimbursement for finally completed segments of the Public Improvements delivered in connection with the Completion of one or more of the respective Phases of the Revised Project, upon receipt of a temporary Certificate of Occupancy for such Phase(s) of the Revised Project. For additional clarity, Owner shall not be entitled to reimbursement of TIF Eligible Costs on a "pay as you go" basis; Owner's right to reimbursement of less than the entirety of the Public Improvements applies only to those segments of the Public Improvements that have been finally completed (i.e., all elements of the Public Improvements including all surface treatments) in connection with the Completion of one or more respective Phase(s) of the Revised Project.
- v. Owner shall have timely on or prior to the Outside PI Completion Date,

as may be extended for a Force Majeure Event (subject to Section 4(c)(iii)(C)) completed and delivered to the City, and the City shall have accepted (which acceptance shall not be unreasonably withheld or delayed), the Public Improvements corresponding to the applicable Phase(s) of the Revised Project.

- vi. Owner and the City shall have executed an agreement memorializing the terms of Section 4(e).
- vii. Owner shall have satisfied all of the conditions set forth in Sections 4(c)(ii)(A) – (H).
- viii. Reserved.

Owner will provide written notice to the City upon Owner's timely satisfaction of all of the above-stated conditions, whereupon the City will promptly (as provided below) reimburse the Owner (and/or the Owner's bank per any credit agreement between the City, Owner and any such bank) all documented and agreed-upon TIF Eligible Costs incurred by Owner in connection with the Public Improvements associated with such Phase(s) of the Revised Project in accordance with the Final Budget and the TIF Waterfall and the other provisions of this Agreement. The Parties acknowledge that, upon Owner's timely satisfaction of all of the above-stated conditions, time shall be of the essence with respect to the City's obligation to reimburse Owner for the applicable Public Improvements as set forth in this Agreement. If, notwithstanding Owner's timely satisfaction of all of the above-stated conditions, the City fails to reimburse the Owner for the applicable Public Improvements as set forth in this Agreement within thirty (30) days of Owner's notice of timely satisfaction of all of the above-stated conditions, the City shall pay, in addition to all TIF Eligible Costs agreed to be reimbursed to the Owner by the City pursuant to the TIF Waterfall and this Agreement, interest at a rate equal to a default rate of twelve percent (12%) per annum. If the City has not reimbursed the Owner for the applicable Public Improvements as set forth in, and subject to the terms of, this Agreement within one hundred eighty (180) days of Owner's timely satisfaction of all of the above-stated conditions, then Owner may pursue remedies available at law or in equity to recover such amount. The City shall execute such documentation as Owner and/or Owner's financing partner and/or third-party lender may reasonably request to evidence its obligation to reimburse Owner pursuant to the TIF Waterfall and this Agreement for the costs described in this Section 4(d) in accordance with and subject only to Owner's timely satisfaction of all of the above-stated conditions.

For additional clarity, in the event Owner does not timely satisfy all of the above-stated conditions, the City shall not be obligated to reimburse Owner, and Owner shall have no right to reimbursement from the City for TIF Eligible Costs, but in no event shall Owner's failure to timely satisfy all of the above-stated conditions eliminate, diminish, or otherwise affect the obligation of Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project.

e. The Parties acknowledge and agree that the construction of the Public Improvements will be bid, and will be accounted for, separately from the Private Improvements,

and the City is only legally able to use Waterfront TIF District funds to pay for TIF Eligible Costs. In addition, as stated above, the amount of money that the City is able to pay for the Public Improvements is limited by the obligation that the debt must be committed prior to June 30, 2023 and by the obligation that the tax increment generated by the Private Improvements must be sufficient to service the debt incurred by the City to pay such costs. Accordingly, Owner agrees that the City will assess the CPP Property using the normal assessment procedure required by applicable state law, provided that if the City finds it necessary to ensure that the total tax increment generated by the Private Improvements (as they may be Completed from time to time) is sufficient to pay the debt service on the municipal debt issued to finance the City's payments under this Section 4, the City shall establish the minimum assessed value of the CPP Property so that sufficient tax increment is generated to pay the debt service on the municipal debt. The City shall provide Owner with documentation that reasonably substantiates the assessed value of the CPP Property established by the City for such purposes. Any such minimum assessment of the CPP Property shall only be in effect during the period of municipal debt repayment and only while necessary to ensure the total tax increment generated by the Private Improvements is sufficient to pay the debt service on the municipal debt. Owner agrees not to appeal the minimum assessment of the CPP Property in an effort to reduce it below the value established by the City pursuant to this paragraph, and Owner shall pay property taxes based upon at least that minimum assessed value during the period of municipal debt repayment regardless whether any portion of the CPP Property is owned by an entity that is statutorily exempt from property taxation or that is subject to statutorily limited or reduced property taxation. The Owner's agreement to pay such property taxes and not to appeal such assessment during the period of municipal debt repayment is hereby established as a covenant binding upon Owner and its successors and assigns running with title to the CPP Property and having the same degree of priority as municipal property taxes until such time as the municipal debt shall have been paid in full. At the City's request, and subject to the reasonable requirements of Owner's construction or permanent financing, the foregoing agreement shall be memorialized by an agreement to be executed by the Parties and recorded in the land records prior to the City's payment for the Public Improvements and shall be a contractual covenant binding upon Owner and its successors and assigns, running with the title to the CPP Property regardless of the tax exempt status of the owner of any portion of the Revised Project or the CPP Property.

The Parties acknowledge that Section 4(e) of the First ARDA included an acknowledgement that the tax increment generated by certain other real estate then owned by Prior Owner and identified as (i) Parcels 4 and 5 as depicted on the Plan, and (ii) the real property numbered 101 Cherry Street, Burlington, Vermont and then identified as Parcel No. 044-4-004-001 (collectively, the "Additional Tax Parcels") was legally permitted to contribute to the payment of debt service on the municipal debt issued to finance the City's payments under Section 4 of the First ARDA. Reference is made to that certain Memorandum of Agreement dated May 14, 2021 recorded in Book 1595 at Page 47 of the Burlington Land Records in furtherance thereof. Notwithstanding anything to the contrary, this Agreement shall not affect the rights or obligations of the Prior Owner under such Memorandum of Agreement.

f. The Parties agree and acknowledge that the Owner may pledge any rights it has under this Agreement to reimbursement for TIF Eligible Costs as additional security to its lender(s) or other financing parties. At Owner's request, the City shall enter into a separate agreement with Owner and/or with Owner's construction lender solely with regard to the City's

reimbursement of TIF Eligible Costs so long as such separate agreement contains terms and conditions that are consistent with those contained in this Agreement with respect to such matters and that do not impose any additional material obligations on the City or the Owner. Without limiting the foregoing, the City agrees to work cooperatively and in good faith with the Owner's construction lender to provide the construction lender with assurance of funding for the Public Improvements in accordance with but subject to the terms and provisions of this Agreement, including without limitation by entering into a customary and commercially reasonable intercreditor agreement or collateral assignment agreement required by said construction lender (meaning that Owner may assign its rights under this Agreement to receive payment and reimbursement from the City as security for Owner's construction loan, with the understanding that although such assignment shall be a present assignment of its rights under this Agreement, the construction lender will only enforce the assignment if Owner defaults under its construction loan), recognizing that the City, as a municipal body, may be limited in entering into agreements that may be deemed "commercially reasonable" among private parties. There shall be no conditions to the Owner receiving the reimbursement from the City other than the conditions set forth in Section 4(d)(i) – (viii) with respect to TIF Eligible Costs and subject to the TIF Waterfall. Owner shall not be obligated to start the construction of the Revised Project until the City provides the required assurances to the construction lender as set forth in this Section 4(f) and until the City provides documentation reasonably satisfactory to the Owner that the City is obligated to reimburse the Owner for the agreed-upon cost of constructing the Public Improvements in the manner set forth in this Agreement. Owner shall make any such requests of the City in writing, including all associated documentation in connection therewith, not later than forty-five (45) days prior to Commencement of Construction. The City shall be obligated to provide the documentation and the assurances referenced above even if the Owner Commences Construction of the Revised Project prior to finalization of such assurances and documentation. Notwithstanding anything to the contrary contained in this Section 4(f), in no event shall this Section 4(f) be interpreted to require the City to expand its obligations under this Agreement or provide assurances any greater than the City's obligations under this Agreement.

g. Matters Relating to Parcel 1 and Parcel 3.

i. 100 Bank, LLC.

- A. The Final Public Improvement Plans reflect the improvements to be constructed within the ROW Easement Parcel (as defined in the 100 Bank MOU), including the "activation" of the Bank Street streetscape of the approximately 380 square foot area of the sidewalk extending to the 100 Bank building face within the first bay of the 100 Bank building, and the Final Public Improvement Plans have incorporated the geotechnical, structural and engineering feedback required in the 100 Bank MOU. The cost of such design and the projected cost of the associated work will be incorporated into the Final Budget. The Parties will reasonably, timely, and in good faith cooperate with each other in all respects to effectuate their obligations under the 100 Bank MOU (with the Owner succeeding the Prior Owner under with respect to the same).
- B. The Parties agree that all of the costs of acquisition, design and

construction in furtherance of the 100 Bank MOU will be TIF Eligible Costs, reimbursed under the TIF Waterfall as follows:

- a. City acquisition and design costs will be reimbursed to the City under the first tier of the TIF Waterfall;
  - b. City costs for installation of street furnishings within the approximately 380 square foot area of the sidewalk extending to the 100 Bank building face within the first bay of the 100 Bank building will be reimbursed to the City under the first tier of the TIF Waterfall;
  - c. Owner costs to perform all other work anticipated in the MOU will be accounted for in the Final Budget; such work will be completed by Owner as part of the Public Improvements and reimbursed to Owner under the second tier of the TIF Waterfall.
- ii. Maintenance. Upon completion and delivery to the City of any Public Improvements, the City shall maintain them in accordance with its standard maintenance practices and standards.
- iii. Temporary Street Closures. The Burlington Police Department (“BPD”) is vested with the authority to allow temporary street closures, following consultation with the Department of Public Works (“DPW”), for events sponsored by private individuals and entities and has in place a process for the issuance of temporary street closure permits. The City acknowledges that the Owner intends to seek temporary street closures adjacent to the Revised Project for fairs, events, and promotions and will not unreasonably interfere with Owner’s application to close streets in connection with such events, subject to any applicable fees. If Owner desires to establish a process to facilitate its ability to close St. Paul Street and Pine Street on an expedited basis for events, fairs and other promotions, it shall develop a bi-annual or annual calendar of events and submit the calendar to BPD and DPW for their prompt review and approval, and it shall also use reasonable efforts to coordinate all public events that require temporary street closures with the Church Street Marketplace, the Burlington Business Association (“BBA”) CEDO and GMT, provided that such organizations are reasonably cooperative, in advance of any closure request.
- iv. Reserved.
- v. Temporary Relocation of Municipal Property. If Owner desires the ability to temporarily relocate benches, trash cans and other similar items of municipal property located along the new sections of St. Paul Street and Pine Street to accommodate events, fairs and other promotions, then the City shall grant Owner such temporary relocation right as long as Owner (1) accomplishes such temporary relocation (including removing and replacing the property) at its sole cost and expense, (2) stores and then

returns the relocated municipal property where directed to by the City, and (3) promptly repairs and restores any damage that arises in connection with such temporary relocation (or, if appropriate, replaces damaged property) at its expense. Owner shall indicate on the bi-annual or annual calendar of events that it develops pursuant to Section 4(g)(iii) above whether it desires to exercise this temporary relocation right in connection with each event.

- vi. Discontinuance. Reference is made to that certain Right of First Offer dated May 14, 2021 and recorded in Book 1595 at Page 52 of the Burlington Land Records. The Parties acknowledge that if the new sections of St. Paul Street or Pine Street are discontinued as municipal streets, then current law provides that title to the discontinued right-of-way shall belong to the owners of the adjoining lands in accordance with 19 V.S.A. § 775.

h. Sales Tax Reallocation or Exemptions. The City agrees to use its diligent, reasonable and good faith efforts to support Owner's efforts to apply for and obtain sales tax exemptions, refunds and/or abatement for items purchased during construction (Construction Sales Tax Exemption) that are normally available from the State of Vermont to qualified Vermont development projects such as the Revised Project. Any reallocation of Revised Project sales tax that is awarded by the State of Vermont shall be used by the Parties to pay for mutually agreed-upon expenditures that support the Revised Project and that meet the requirements established by the State of Vermont, and the Parties shall prepare a budget for such purpose.

i. Municipal Fees.

- i. Recognizing (A) the economic and non-economic benefits that are anticipated to flow from the development and construction of the Revised Project, (B) the size and scope of the Revised Project and the amount of the permitting fees realized by the City in connection with the Revised Project, (C) the commitment of resources dedicated by the Owner to the Revised Project, and (D) the Revised Project being an amendment to the Original Project, the Parties agrees that:

A. (a) Having paid to the former Burlington Department of Planning and Zoning a municipal zoning fee of at least \$262,500.00 in connection with the application for the Original Project, (b) having paid the Unified Certificate of Occupancy fee of \$26,280 in connection with the Revised Project, and (c) having paid an application fee of \$155 to amend its Original Project application, Owner shall not be required to pay any additional zoning application fees for the Revised Project.

B. In addition, Owner shall not be required to pay to the Burlington Department of Permitting and Inspections more than \$262,500.00 to obtain the remaining building trade permits required for the

Revised Project (being building, mechanical, electrical and plumbing), including any associated inspection fees, regardless whether such fees are imposed directly on Owner or are imposed on Owner's general contractor or a subcontractor. Any payment already made by the Owner or any of Owner's contractors or subcontractors in connection with the Original Project or Revised Project shall be applied against the foregoing fee. For instance, fees for demolition, electrical work, enabling work and other work such as HVAC if already paid to the Department of Public Works shall be applied against the total fees stated above. To the extent Owner has paid to the Department of Permitting and Inspection a municipal zoning fee in excess of \$262,500.00 in connection with the application for the Original Project, such excess payment has been or shall be credited against the fees payable to the Burlington Department of Permitting and Inspections described above.

- C. Owner shall pay no more than \$75,000 in fees under Chapter 13 of the City's Code of Ordinances ("Fire Protection and Prevention") in connection with the Revised Project, including without limitation any fees required for permits and inspections required thereby, such as permits related to Revised Project fire suppression and the Revised Project fire alarm system;
- D. Owner shall pay all encumbrance permit fees that may be required by the City in connection with the Revised Project, including those due for any ongoing, unpermitted encumbrances at then existing rates and in conformance with then existing City policies; and
- E. Owner shall pay the full impact fee required in connection with the Revised Project as described in the Revised DRB Approval, which amount will include any impact fee waiver attributable to affordable housing that is available under Section 12.0 of the City's Impact Fee Administrative Regulations as most recently updated and will include a full credit for the retail and garage spaces that were demolished as part of the Original Project and applied to any building area constructed to replace the demolished retail and garage spaces and used for a permitted use.
- F. Consistent with Chapter 27, Article 2 of the Burlington Code of Ordinances, Owner shall not be obligated to pay Excavation Fees associated with the work to construct Public Improvements, provided that Owner shall be responsible for on-site inspection, including inspection documentation required by the City in conformance with then existing City Standards for Construction.
- G. Consistent with Chapter 27, Article 2 of the Burlington Code of Ordinances, Owner shall be obligated to pay only the

Administrative Fee for Excavation fees (at rates current as of the date of permit) for Private Improvements within the Right of way where Public Improvements are planned. For all other rights of way where Private Improvements are required and where no Public Improvements are planned, all Excavation Fees will apply.

- ii. Owner shall apply for and obtain all zoning and building permits for the Revised Project in the Owner's name and hold such permits for both the benefit of the Owner, and for the benefit of the Owner's general contractor and all subcontractors. Owner and Owner's contractors and subcontractors shall apply for and obtain all building and building trade permits for the Revised Project either in the Owner's name or in the contractor's or subcontractor's name, as appropriate depending on the nature of the work covered by the permit, and shall hold such permits for the benefit of the work covered by the permit. Neither the Owner's general contractor, nor any subcontractor, shall be required to apply for and obtain a separate building or zoning permit in connection with the Revised Project if Owner already holds such permit in connection with the Revised Project. All work performed as part of the Revised Project must be properly permitted and inspected; however, if a separate building or zoning permit for Owner's general contractor or any subcontractor is required by the City, then the City shall not assess any fees in connection with such additional permits in excess of the fees established by this paragraph.
- iii. The agreement regarding fees contained in this Section (4)(i) only applies to the Revised Project, and only to the specific fees referenced and itemized above; any fees not referenced and itemized above shall be payable at standard rates.
- iv. If Owner modifies the Revised Project and seeks or is required to seek amendments to the Revised DRB Approval for the Revised Project, or to the zoning or building permits issued in connection therewith, then Owner shall pay the standard fees associated with such new or amended permits, if any.
- v. This Section (4)(i) does not limit the City's right to impose, or Owner's obligation to pay, any fines, penalties or other fees that may be imposed or assessed as the result of any violations of applicable permit conditions, ordinances, laws or regulations.

5. Cooperation; Labor and Community Workforce; Construction Management and Coordination; Further Assurances.

a. Cooperation. The Parties shall cooperate and communicate with each other on a regular basis, including by arranging joint meetings with appropriate personnel present to address issues set forth in this Agreement, to discuss any proposed changes to the Revised Project

and to discuss the plans and specifications for the Work generated as the Revised Project progresses, so as to permit the orderly and efficient construction and development of the Revised Project. The City will in good faith support adjustments or modifications to the Revised Project that are pursued by the Developer, including providing support in connection with any required municipal approvals or processes, provided that such adjustments or modifications are consistent with the City's objectives and policies, all in the City's sole discretion and provided that the City shall have the right to approve or deny Major Changes in its sole discretion.

- b. Labor and Community Workforce. Owner and the City agree to the following:
  - i. Owner will use reasonable efforts to provide jobs for qualified low and moderate income residents of Burlington and surrounding areas to construct and operate the Revised Project. Owner will also use reasonable efforts to employ (either directly, or indirectly through its general contractor and the Revised Project's subcontractors) the unemployed, veterans, minorities, women, New Americans (collectively, "Targeted Job Applicants"), so long as such individuals have the requisite skills and experience required for the respective job position and otherwise meet all requirements for said jobs, to construct and operate the Revised Project.
  - ii. Owner shall use reasonable efforts to post notice of job openings in advance of hiring for all positions. Job openings may be advertised in specific online and physical locations identified by and recommended by CEDO.
  - iii. Owner and its general contractor will participate in two job fairs sponsored by the City or by one or more City affiliates prior to or during construction of the Revised Project. Owner shall also participate in at least one post-construction job fair. The City will partner with key agencies and organizations to provide support for such job fairs.
  - iv. Owner agrees to identify the jobs and skills needed to operate the Revised Project upon completion, and it shall encourage tenants of the Revised Project to participate in jobs fairs to support recruitment of Targeted Job Applicants in permanent jobs and to encourage tenants of the Revised Project to notify and publish job openings in specific online and physical locations identified by CEDO.
  - v. Owner will include in its general contract for the Revised Project a requirement that the labor employed to construct the Revised Project (including without limitation labor employed by Owner and by Owner's general contractor and by the Revised Project's subcontractors) shall be paid a "livable wage" as that term is defined in the City of Burlington Livable Wage Ordinance as is in effect on the date of this Agreement. Owner and its general contractor shall complete and return an annual reporting form provided by the City to report on its compliance with this provision, consistent with the Burlington Livable Wage Ordinance.

- vi. Owner will use reasonable efforts to incorporate locally and regionally sourced materials, products and services in the Revised Project. Owner will support and cooperate with the City's efforts to publicize the Revised Project's use of locally and regionally sourced materials, products and services.
  - vii. With regard to the construction of the Private Improvements, Owner shall hire contractors and subcontractors who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide employer funded health and retirement benefits, with the understanding that it is the Parties' intent that the foregoing shall not be understood to preclude the Owner from engaging any qualified contractor or construction manager to construct the Revised Project. To evidence its compliance with this provision, annually throughout the construction of the Revised Project Owner shall require contractors and subcontractors who are then working on the Revised Project and who perform work or are expected to perform work with a value of at least \$100,000 to execute and deliver to the City a compliance certificate in the form attached hereto as **Exhibit H**.
  - viii. With regard to the construction of the Public Improvements, the Owner shall hire contractors and subcontractors who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide employer funded health and retirement benefits, with the understanding that it is the Parties' intent that the foregoing shall not be understood to preclude the Owner from engaging any qualified contractor or construction manager to construct the Revised Project. To evidence its compliance with this provision, annually throughout the construction of the Revised Project Owner shall require contractors and subcontractors who are then working on the Revised Project and who perform work or are expected to perform work with a value of at least \$100,000 to execute and deliver to the City a compliance certificate in the form attached hereto as **Exhibit H**.
  - ix. Owner shall solicit and review proposals from community job training programs, such as Youth Build Vermont and Vermont Works for Women, to participate in the construction of portions of the Revised Project, provided that Owner shall not be required to utilize any such programs.
  - x. Prior Owner proffered a letter to the City dated February 21, 2021 that is attached hereto as **Exhibit L**, addressing additional labor and community workforce matters. Owner shall comply with such letter as part of this Agreement.
- c. Construction Management and Coordination.

- i. Owner and the City agree to work together in good faith to provide timely communications and other information concerning Revised Project construction, such as potential disruptions to current mall tenants and neighboring property owners affected by the construction of the Revised Project and to take such steps to mitigate potential construction impacts on such parties that can reasonably be expected to be effective, all as more particularly discussed in this Section 5(c); provided that nothing required herein shall alter or delay the timeline or the construction schedule for the Revised Project.
- ii. The Parties acknowledge that the City has adopted certain standard operating procedures for the issuance of a Construction Encumbrance Permit in connection with construction projects that will impact municipal assets such as streets and sidewalks, and that the issuance of a Construction Encumbrance Permit allows for the temporary closure of public streets and sidewalks to facilitate construction. Owner acknowledges that this process includes the provision of a Traffic Management Plan and a Traffic Control Plan, which must be submitted to DPW for its review and for approval by the City Council prior to DPW's issuance of a Construction Encumbrance Permit.
- iii. Owner shall cause its general contractor or construction manager to meet with appropriate DPW personnel prior to commencing any construction of the Revised Project to discuss Owner's intended construction process, project phasing and means and methods of construction so that the Parties can work together to facilitate construction in a manner that will minimize disruption to the area surrounding the Property.
- iv. Prior to commencing any construction of the Revised Project, Owner shall perform a pre-construction physical survey of all buildings, sidewalks, curbs and streets that could be impacted by construction of the Revised Project to determine their existing physical condition.
- v. Before commencing any construction of the Revised Project, Owner, Owner's general contractor and the City shall jointly hold at least two meetings with members of the business community in the vicinity of the CPP Property for the purpose of describing construction phasing and timing, and listening to community concerns with regard to the impact of Revised Project construction, in an effort to reasonably mitigate construct impacts on the surrounding business community.
- vi. Owner, or its general contractor, shall establish and operate a hotline (both telephone and web-based) for use by the surrounding business community to quickly and reliably submit information to the general contractor and project superintendent. The hotline contact information (i.e., telephone number and website address) shall be publicized on signs posted in and

around the construction zone. Owner shall maintain and share with the City upon written request a detailed log of calls received from concerned stakeholders that shall include the description of the issue and how the issue was addressed.

- vii. The City, acting through CEDO, shall work with Owner to coordinate the delivery of the following services:
  - A. Timely communication with businesses about construction impacts, construction schedules and traffic patterns, including signage related thereto.
  - B. Timely communication with businesses about the availability of parking and/or shuttle services.
  - C. The telephone and website hotlines described above.
  - D. Contact information for a City communications manager or community liaison with whom Owner will coordinate the delivery of the services.
  - E. Contact information for an Owner communications manager or program liaison with whom CEDO will coordinate the delivery of the services.
  - F. As a component of the Parties' community outreach efforts in connection with the Revised Project, the Owner will install, in cooperation with the City and Church Street Marketplace, signage and graphics placed on the Revised Project's temporary barrier fencing to depict and describe the Revised Project and its attributes, to communicate that downtown merchants are open for business during construction of the Revised Project, and to engage the community.

d. Payment to CEDO. The Parties acknowledge that Prior Owner has paid CEDO the sum of One Hundred Thousand Dollars (\$100,000.00), for use by CEDO to assist businesses in the vicinity of the Revised Project during construction, to support community outreach associated with the Revised Project and to support workforce training efforts associated with the Revised Project.

e. Parking During Construction. As a component of its Traffic Management Plan, Owner shall lease off-site parking spaces for its contractors and their employees and establish a shuttle service between such off-site parking spaces and the CPP Property. The City makes no representation as to the availability of public parking spaces for any purpose.

f. Reserved.

g. The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

6. Assignment; Financing Matters. This Agreement shall be assignable by Owner to a

transferee of the CPP Property in connection with the sale or transfer of the CPP Property, provided that the transferee shall be bound by the obligations hereunder, and provided further that in the event the CPP Property is, from time to time, subdivided or made subject to a condominium regime all owners of the resulting subdivided parcels and/or condominium units shall be jointly and severally obligated as the “Owner” hereunder. Notwithstanding the foregoing, the City acknowledges that in the event there are multiple owners of the CPP Property, such Owners, while remaining jointly and severally obligated to the City as the “Owner” hereunder, may enter into one or more separate agreements to allocate as among themselves the rights and obligations of the “Owner” under this Agreement and may enter into agreements with one or more third party surety to secure the respective allocations of such rights and obligations. The Parties agree that this Agreement is intended to and shall run with the CPP Property and the City Property, and shall bind and inure to the benefit of each of the Owner and the City and their respective successors in title and assigns. In the event of any conveyance or divestiture of title to the CPP Property, the grantor or the person(s), corporation(s) or other entity or entities that are divested of title shall be relieved of all covenants and obligations thereafter accruing hereunder with respect to the Owner. In the event of any conveyance or divestiture of title to the CPP Property, the grantee or the person(s), corporation(s), or other entity or entities who otherwise succeed to title shall be deemed to have assumed all of the covenants and obligations of the Owner thereafter accruing hereunder with respect to the CPP Property until such grantee or successor is relieved therefrom pursuant to previous sentence. This Agreement shall otherwise not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Owner shall be entitled to collaterally assign this Agreement, and its rights hereunder, to any of its lender(s) and other financing parties without the City’s consent, and such lender(s) and other financing parties shall have the right to assign this Agreement to a successor owner in connection with their enforcement of their collateral rights in this Agreement. The City shall execute documentation to evidence and agree to such collateral assignment as may reasonably be requested by such lender(s) or other financing parties in connection with such collateral assignment. The City acknowledges that Owner’s lender(s) and other financing parties are likely to hold a mortgage of the CPP Property and to hold other security interests with respect to the Revised Project and the CPP Property. For additional clarity, Owner’s members may in their sole discretion freely assign any or all of their equity interests in Owner to a third party without the consent of the City.

7. Events of Force Majeure. As used in this Agreement, an “Event of Force Majeure” means a delay in performance, other than (a) resulting from an obligation requiring the payment of a sum of money, (b) affecting compliance with any time period imposed by statute, or (c) resulting from a financing delay greater than ninety (90) days, if and so long as such delay shall be directly caused by (x) fire or other similar unavoidable casualty, national emergency, governmental or municipal stop work orders, pandemics, epidemics, enemy action, civil commotion, acts of God, or other causes beyond the delaying Party’s reasonable control, or (y) strikes, lockouts, or inability to obtain labor preemptions that do not exceed sixty (60) days in the aggregate, and in any event provided, however, that within ten (10) days of a Party’s receipt of notice from the other Party referring to a delay in performance, such delaying Party shall notify the other Party in writing of the existence and nature of the claimed Event of Force Majeure. Thereafter, the delaying Party shall from time to time and within ten (10) days of any written request, keep the other Party fully informed, in writing, of all further developments concerning such Event of

Force Majeure and the efforts, if any, being made by the delaying Party to perform. Further, the delaying Party shall use commercially reasonable efforts to mitigate any adverse impacts and/or find another manner of performing as soon as reasonably practicable. Notwithstanding the foregoing, an Event of Force Majeure shall not (i) extend the Outside Commencement Deadline, (ii) extend the timing for commencing construction of the sidewalk portion of the Public Improvements along the St. Paul Street frontage of the South Tower as set forth in Section 1(h)(iii), (iii) extend the Owner's obligation to timely satisfy the conditions set forth in Section 4(c)(ii)(A) – (H), and/or (iv) otherwise affect any provision of this Agreement that expressly excludes Events of Force Majeure from its effect.

8. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State or elsewhere in the United States.

9. Right to Enjoin/Limitation on Remedies.

a. Each Party agrees that the other Party will not have an adequate remedy at law for such party's noncompliance with the provisions of this Agreement and, therefore, the nonbreaching Party shall have the right to equitable remedies, including injunctive relief and specific performance, to enforce the performance by the breaching party of its obligations under this Agreement.

b. Notwithstanding Section 9(a), the City acknowledges that this Agreement expressly limits the City's remedies in the following Sections of this Agreement, and that the general right to enjoin as set forth in Section 9(a) will not be construed to modify such express limitations:

- i. Section 1(m), which expressly limits the City's remedies in the event Owner (i) fails to Commence Construction of the Revised Project on or prior to the Revised Project Construction Commencement Deadline, (ii) fails to maintain Continuous and Ongoing Construction of the Revised Project from and after having timely met its obligation to Commence Construction until Completion, and/or (iii) fails to timely complete and deliver the Public Improvements pursuant to Section 1(h). As provided in Section 1(m), in such event(s), the City may terminate the Temporary Construction Easement and enforce the MPI Construction Contract, but, without limitation to the City's rights under Section 4, the City has no other remedies at law or in equity except to the extent construction of the Public Improvements has at that time proceeded beyond the scope of the work that is subject to the MPI Construction Contract, in which event Section 1(m) allows the City to also seek other remedies as may be

available at law or in equity to compel the completion of the full scope of the Public Improvements and/or to reimburse the City for its cost to complete the same.

- ii. Section 4(c)(iii)(A), which expressly limits the City's remedies in the event certain conditions precedent to the City's obligation to issue TIF debt are not met prior to such debt issuance. As provided in Section 4(c)(iii)(A), in such event(s), the City shall have no obligation to issue the TIF debt and, therefore, no obligation to reimburse Owner for any TIF Eligible Costs, but, without limitation to the City's rights under Section 1(m), the City has no other remedies at law or in equity with respect to such event(s).
- iii. Section 4(c)(iii)(B), which expressly limits the City's remedies in the event Owner fails to Complete the entirety of the Revised Project on or prior to November 1, 2025 (as such date may be extended as provided in such Section). As provided in Section 4(c)(iii)(B), in such event, the City shall have certain rights to redeem the TIF bonds, and in which case the City shall have no obligation to reimburse Owner for any TIF Eligible Costs attributable to the Public Improvements that were to be constructed in connection with Phase(s) that were not timely completed, but, without limitation to the City's rights under Section 4(d) and Section 1(m), the City has no other remedies at law or in equity with respect to such event.

c. The Parties agree that the summary recitations set forth in Section 9(b) are meant to provide additional clarity by ease of cross-reference to certain Sections of this Agreement; any conflict between such summary recitations and the text of the respective Sections shall be resolved in favor of the text of the respective Sections.

d. Notwithstanding anything to the contrary, Owner acknowledges that the express limitations to the City's remedial rights set forth in this Agreement do not abrogate, modify or affect (i) the obligation of the Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project, (ii) the City's rights under Section 4(e) of this Agreement, (iii) the City's rights, acting in its governmental or regulatory capacity, to enforce Applicable Laws, including without limitation the City's right to enforce Owner's performance guaranty requirements for the Public Improvements as set forth in Section 1(j), or (iv) the City's remedial rights other than those expressly limited by this Agreement, and, in all cases, the City expressly reserves its rights to enforce such obligations and all Applicable Laws.

10. Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the non-prevailing party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

11. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially

prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify this Agreement to cause it to conform to the original language of this Agreement to the extent consistent with the finding of the court.

12. Construction; Headings. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof. The locative adverbs, “therein,” “hereunder,” “hereto,” “hereby,” “hereinafter” and like words, wherever the same appear in this Agreement, mean and refer to this Agreement in its entirety and not to any specific Section or Subsection hereof, unless expressly otherwise provided. The following words and phrases shall be construed as follows: (i) “at any time” shall be construed as “at any time or from time to time;” (ii) “any” shall be construed as “any and all;” (iii) “including” shall be construed as “including but not limited to;” (iv) “will” and “shall” shall each be construed as mandatory. Except as otherwise specifically indicated, all references to Section and Subsection numbers or letters shall refer to Sections and Subsections of this Agreement, and all references to exhibits refer to the exhibits attached to this Agreement. Whenever require by the context, the singular shall include the plural, and vice versa.

13. Business Day. As used in this Agreement, the term “business day” means any Monday through Friday on which commercial banks are authorized to do business and are not required by law or executive order to close in the State of Vermont. In the event the date for performance of any obligation or the exercise of any right under this Agreement falls on other than a business day, then such obligation shall be performed and such right may be exercised on the next succeeding business day.

14. Integration; Modification. This Agreement, including the background recitals and together with the exhibits referenced herein and/or attached hereto and all other agreements referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or representations, oral or written, on the same subject. This Agreement can be modified only by written agreement executed by authorized representatives of each Party.

15. No Partnership. The Parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the Parties; each Party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the Revised Project as a “public-private partnership.”

16. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

17. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms

contained therein and the contents thereof, are incorporated into this Agreement by reference.

18. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement except as provided herein.

19. Notices. Notices and other communications required or permitted under this Agreement shall be in writing and delivered by hand against receipt, or shall be sent (i) by recognized overnight delivery service, (ii) by certified or registered mail, postage prepaid, with return receipt requested, or (iii) by email, provided that such email notes in both the subject line and body of the email that it is an official notice being sent under this Agreement, and is immediately followed by notice under either Subsection (i) or (ii) above. All notices shall be addressed as follows:

If to the City:                   City of Burlington  
City Hall  
1 Church St.  
Burlington, VT 05401  
Attention: Mayor Miro Weinberger  
Email: miro@burlingtonvt.gov

With a copy to:                City Attorney  
City Hall  
2 Church St.  
Burlington, VT 05401  
Email: ksturtevant@burlingtonvt.gov

If to Owner:                    Cityplace Partners LLC  
Attn: David Farrington  
110 Main Street  
Suite 2B  
Burlington, Vermont 05401  
Email: dave@btvspaces.com

With a copy to:                Bruce D. Baker, Esq.  
Clarke Demas & Baker  
346 Shelburne Road Suite 602 Burlington, Vt 05406  
Email: bbaker@cdbesq.com

or to such other addresses as may be designated by a proper notice. Notices shall be deemed to be effective upon receipt (or refusal thereof) if personally delivered, sent by recognized overnight delivery service, or sent by certified or registered mail, postage prepaid, with return receipt requested; or upon receipt if such delivery is by email (as evidenced by email confirmation, provided that if such notice cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice shall be extended through

the next business day, and if email confirmation indicates that it was sent after 5:00 p.m. (local time) on such day it shall be deemed to have been given on the succeeding business day.

20. Designated Representatives. Each Party shall designate one or more representatives to serve as the primary contact for communications relating to and issues arising under this Agreement. The City's designated representative is the Director of CEDO. Owner's designated representative is David Farrington. In the event that either Party changes its designated representative(s), it shall notify the other Party of the successor designated representative in accordance with Section 19.

21. Reporting Requirements. In the event that the Owner fails to timely file a report hereunder, the City shall provide the Owner written notice of such missing report(s) and Owner shall file such report(s) with the City within thirty (30) days of receipt of such notice. Any reporting obligations hereunder shall automatically terminate and shall cease to be of any further effect upon Completion of the Revised Project, other than reporting obligations with respect to periods prior to Completion of the Revised Project.

22. Term. Notwithstanding any other provision in this Agreement, this Agreement shall expire and be of no further force and effect on the date which is the later of (a) six (6) months after Completion of all Phases of the Revised Project, or (b) six (6) months after the City has delivered to Owner written acceptance of the Public Improvements, provided that any and all terms, warranties, conditions and provisions of this Agreement which are not fully performed or discharged as of any termination of this Agreement shall survive such termination and remain in full force and effect thereafter.

23. Amendment and Restatement. This Agreement amends and restates the First ARDA, as amended by the First Amendment to First ARDA, in its entirety. This Agreement does not modify either the Escrow Agreement or the Post Escrow Agreement, each of which remain in full force and effect, except with respect to the status of design and budgeting for the Public Improvements, Modified Public Improvements, and/or any Additional Public Improvements, with respect to each of which any conflict between this Agreement and either or both of the Escrow Agreement and/or the Post Escrow Agreement, the provisions of this Agreement shall control.

24. Memorandum of Agreement. Reference is made to that certain Memorandum of Amended and Restated Development Agreement, dated May 14, 2021 and recorded in Book 1595 at Page 42 among the Burlington Land Records. This Agreement shall not be recorded; provided that the Parties shall record a memorandum of this Agreement in form attached as **Exhibit K** hereto, including the consent of any existing lenders or mortgagees. Upon the expiration or sooner termination of this Agreement, the Owner and the City shall, upon written request by the other, execute and acknowledge, in recordable form, a release of the memorandum of this Agreement.

25. Grant Funding for Public Improvements. The Parties acknowledge that, as of the Effective Date, the City has or intends to make application for certain grants and/or other sources of funding for some or all of the Public Improvements and Additional Public Improvements (the "Grant Funding"), and that such Grant Funding, if awarded, will require the City to undertake

construction of such portions of the Public Improvements that are subject to the Grant Funding. The Parties acknowledge that the availability of Grant Funding would mutually benefit both Parties as well as the Revised Project. Accordingly, the terms and conditions of this Section 25 shall apply in the event the City is awarded Grant Funding, and, in such event, the terms and conditions of this Section 25 shall supersede other provisions of this Agreement in conflict therewith.

a. By written notice to Owner, the City may elect, in the City's sole and absolute discretion, to assume from the Owner the obligation to construct the PI Scope Two (the "Grant Funding Election"). If the City does not timely deliver such notice, the City will be deemed not to have made the Grant Funding Election and this Section 25 will thereafter be null and void and of no further force or effect. The City and the Owner will work in good faith to determine a mutually agreeable date by which the City must deliver such notice of its Grant Funding Election, and the Parties will memorialize the same in writing no later than January 15, 2023 in connection with their determination of the PI Scope One and the PI Scope Two as provided in Section 3(b), the Parties acknowledging that the determination of such notice date will depend substantially on how the components of the Public Improvements are allocated among the PI Scope One and the PI Scope Two.

b. If the City timely makes the Grant Funding Election, Owner shall no longer be obligated under this Agreement to construct the PI Scope Two, and all references in this Agreement with respect to Owner's rights and obligations with respect to the Public Improvements shall thereafter mean to refer only to the PI Scope One. For additional clarity, Owner is obligated to construct the PI Scope One regardless of whether or not the City makes the Grant Funding Election; the City's making, or not, of the Grant Funding Election determines which Party will construct the PI Scope Two.

c. If the City timely makes the Grant Funding Election, the Outside PI Completion Date for Owner to complete the PI Scope One will be advanced to a date to be mutually agreed upon in good faith by the Parties in writing no later than January 15, 2023, the Parties acknowledging that the determination of such date will depend substantially on how the components of the Public Improvements are allocated among the PI Scope One and the PI Scope Two as provided in Section 3(b).

d. If the City timely makes the Grant Funding Election, Section 3(h)(ii)(J)(b) of this Agreement (i.e., Tier 2 of the TIF Waterfall) shall be considered deleted in its entirety and replaced with the following:

"Tier 2(a) to reimburse the Owner and the City on a *pari passu* basis for (i) Owner's TIF Eligible Costs incurred on or after September 5, 2020 in connection with any completed and delivered Public Improvements in PI Scope One, up to the amount of the same as is reflected in the Final Budget pursuant to Section 3(h)(ii)(B) (the "PI Scope One Cap"), and (ii) the City's TIF Eligible Costs in connection with Public Improvements described in PI Scope Two, up to the amount of the same as is reflected in the Final Budget pursuant to Section 3(h)(ii)(B) (the "PI Scope Two Cap"). For clarity, once the smaller of the PI Scope One Cap or the PI Scope Two Cap is fully reimbursed to the applicable Party under this Tier 2(a), the other Party will continue to be reimbursed exclusively under this Tier

2(a) until such other Party's respective cap under this Tier 2(a) is met.

Tier 2(b) to reimburse the Owner and the City on a *pari passu* basis for their respective TIF Eligible Costs in connection with Public Improvements, if any, in excess of, respectively, the PI Scope One Cap and the PI Scope Two Cap, provided that, as in Tier 2(a) such costs of the Owner under this Tier 2(b) are limited to those incurred on or after September 5, 2020. For clarity, once the Party will the smaller cap coverage is reimbursed under this Tier 2(b), the other Party will continue to be reimbursed exclusively under this Tier 2(b) until such Party's cap coverage is fully reimbursed. For further clarity, all of the Parties' respective TIF Eligible Costs associated with the Public Improvements will be reimbursed under Tier 2(a) and/or Tier 2(b), to the extent there are sufficient funds available under the Available TIF Amount, except (i) those TIF Eligible Costs reimbursed to the City in Tier 1, and (ii) Owner's TIF Eligible Costs incurred on or after September 5, 2020 which will be reimbursed, if at all, under Tier 4".

e. If the City timely makes the Grant Funding Election, Section 3(h)(ii)(J)(d) of this Agreement (i.e., Tier 4 of the TIF Waterfall) shall be considered deleted in its entirety and replaced with the following:

"Tier 4, any remaining amount of the Available TIF Amount shall be allocated and distributed in a ratio of 60% to 40%, (i) with 60% of such amount allocated and distributed to the City to pay for Additional Public Improvements, and (ii) with 40% of such amount allocated and distributed to reimburse Owner for any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements. Notwithstanding anything to the contrary, Owner shall have until January 15, 2023 to document, to the reasonable satisfaction of the City, any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements, time being of the essence with respect thereto, and following which time Owner shall have no further right to reimbursement of such costs."

f. If the City timely makes the Grant Funding Election, the Parties agree to cooperate in good faith to coordinate their respective construction obligations, and to allow Owner to provide interim pedestrian access improvements or to allow Owner to timely take over portions of the PI Scope Two work that are necessary for the Owner to occupy a respective Phase(s) of the Revised Project, in the event the City is unable to timely complete such work prior to the Completion of the respective Phase(s) of the Revised Project. The Parties will cooperate in good faith to mutually agree upon the date(s) by which the City must have started the PI Scope Two work, beyond which time the Owner may elect to take over such portions of the PI Scope Two Work that are necessary for the Owner to occupy a respective Phase(s) of the Revised Project, and the Parties will memorialize the same in writing no later than January 15, 2023 in connection with their determination of the PI Scope One and the PI Scope Two as provided in Section 3(b), the Parties acknowledging that the determination of such take over date will depend substantially on how the components of the Public Improvements are allocated among the PI Scope One and the PI Scope Two.

g. The Parties acknowledge and agree that this Section 25 anticipates the City receiving the entire benefit of the Grant Funding for which it applies and that it is possible that

the City may be awarded less than all of such Grant Funding. If the City is awarded less than all of such Grant Funding, the Parties agree to cooperate in good faith to amend the terms of this Agreement if and as necessary to address such portion of the Grant Funding as the City may receive as consistently as possible within the framework of this Section 25.

h. The Parties agree to reasonably cooperate in good faith to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Section 25.

i. The Parties agree that their respective designated representatives, as provided in Section 20, are authorized to bind their respective Party in making the later agreements contemplated in this Section 25.

26. Waterfront TIF Reimbursement. Owner shall pay to the City for contribution by the City into the Waterfront TIF District an amount equal to \$150,000 per year (pro rated for any partial year) from April 1, 2019 until the date Owner Commences Construction of the Podium Phase of the Revised Project (as described in Section 1(a)(i)). Owner will make such payment as follows:

a. Owner will pay a first installment of \$141,500 within 10 business days of the date Owner Commences Construction of the Revised Project; and

b. The balance of the total amount due less such first installment will be divided by twelve, and Owner will pay one 1/12th installment of such balance each quarter starting in 2023 and continuing through 2025 in conjunction with Owner's quarterly tax payments to the City.

Owner and the City agree that such payment will approximate lost real estate tax revenue to the Waterfront TIF District during the period of construction inactivity between the Original Project and the Revised Project.

27. Counterparts. This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as though one originally executed document. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the Party so signing.

*Signature Page to Follow*

Execution Version

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

**CITYPLACE PARTNERS LLC**

By: DCFZ  
Name: David C Farrington Jr.  
Title: Managing Member

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this 2nd day of November, 2022 personally appeared David Farrington Jr. to me known, being the Managing Member of Cityplace Partners LLC, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me [Signature]  
Notary Public  
Commission Expires: 1/31/2023  
Commission Number: 157-0013990

**CITY OF BURLINGTON**

By: [Signature]  
Name: Miro Weinberger  
Title: Mayor



STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this 2 day of November, 2022 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me [Signature]  
Notary Public  
Commission Expires: 157-0012932  
Commission Number: 1/31/2023

LIST OF EXHIBITS

Exhibits

- A Final Public Improvement Plans
- B Reserved
- C MPI Construction Contract
- C-1 MPI Plans and Specs
- D Preliminary Budget
- E Reserved
- F Reserved
- G Reserved
- H Form of Labor Compliance Certificate
- I Reserved
- J Reserved
- K Form of Memorandum of Agreement
- L Owner's February 21, 2021 Letter to City

**Exhibit A**

**Final Public Improvement Plans**

CityPlace Burlington – Pine and St Paul Streets Public Improvements

Issue Date December 30, 2021  
Prepared by Engineering Ventures  
Total Sheets 27

Great Streets – Bank & Cherry

Issued Date December 23, 2021  
Prepared by Stantec Consulting Services, Inc.  
Total Sheets 127

Burlington Great Streets – Bank and Cherry  
Public Improvements – Special Provisions

Issued Date December 23, 2021  
Prepared by Stantec Consulting Services, Inc.  
Total Pages 161

**Exhibit B**

**Reserved**

**Exhibit C**

**MPI Construction Contract**

*[Attached Behind]*

**AGREEMENT** made as of the [ ] day of [ ] in the year 20[ ]

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Cityplace Partners LLC, a Vermont limited liability company  
Attn: David Farrington  
110 Main Street  
Suite 2B  
Burlington, Vermont 05401  
Email: dave@btvspaces.com

and the Contractor:

*(Name, legal status, address and other information)*

SD Ireland  
Attention: Scott Ireland  
193 Industrial Avenue  
Williston, VT

and the Contract Beneficiary: The City of Burlington, Vermont

City of Burlington  
Attention: City Attorney  
City Hall  
149 Church Street  
Burlington, Vermont 05401

for the following Project:

*(Name, location and detailed description)*

Construction of below-grade improvements, plus at-grade road and concrete sidewalks, on new segments of Pine Street and St. Paul Street between Bank Street and Cherry Street, in accordance with the final construction drawings attached to this Agreement (the "MPI Plans and Specs"), including any amendment or Change Order approved by the parties and the Beneficiary. The Project scope and Work may include alternatives, as directed by the Beneficiary, and at the Beneficiary's cost, for offsite improvements required in connection with the Beneficiary's payment to acquire rights from the owners of 100 Bank Street, 150 Bank Street, and 77 Bank Street.

The Engineer:

*(Name, legal status, address and other information)*

Engineering Ventures  
208 Flynn Ave  
Burlington, VT 05401

The Owner, Contractor and Beneficiary agree as follows.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract, if any, Drawings, Specifications, and any other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Upon completion in accordance with the terms hereof, the Work shall be delivered free and clear of all liens.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner and Beneficiary to cooperate with the Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Owner and Beneficiary; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's and Beneficiary's interests and in accordance with applicable laws and to a standard commensurate with Class A commercial development projects. The Owner, and only to the extent it relates to a Change Order or alternative proposed by the Beneficiary, the Beneficiary agrees to furnish and

approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

The Beneficiary is owner of the property on which the Work is to be performed and will be the owner of the Work upon delivery. The Owner and Contractor are entering into this Agreement for good and valuable consideration, the sufficiency of which Owner and Contractor hereby acknowledge, pursuant to their obligations set forth in connection with that certain CityPlace - 2 ARDA Escrow Agreement by and between the Beneficiary and the Owner, dated as of even date herewith (the "Escrow Agreement").

Contractor acknowledges and agrees that: (i) it is the "Contractor" as defined in the Escrow Agreement, (ii) the terms and conditions of the Escrow Agreement that are applicable to the Contractor are hereby incorporated herein by reference as if fully set forth herein, and (iii) Contractor is bound by the terms and conditions of the Escrow Agreement that are applicable to the Contractor.

This Agreement may not be assigned by Owner or Contractor without the prior written consent of the Beneficiary, which consent Beneficiary may grant or withhold in its sole discretion.

#### **ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 4.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Beneficiary pursuant to and in accordance with the terms of the Escrow Agreement. Beneficiary's notice to proceed may limit the scope of the Work to be performed under this Agreement to reflect Owner's actual construction of certain Public Improvements (as defined in and pursuant to Owner's obligations set forth in connection with the Escrow Agreement), if any, as of the date of the Notice to Proceed.

**§ 4.2** The Contract Time shall be measured from the date of commencement of the Work.

#### **§ 4.3 Substantial Completion**

**§ 4.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than 180 calendar days from the date of commencement of the Work.

#### **§ 4.3.2 Intentionally deleted**

**§ 4.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

#### **ARTICLE 5 CONTRACT SUM**

**§ 5.1** The Owner alone shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee, but excludes any costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. The City of Burlington, as the Beneficiary under this Contract, shall bear no obligation or responsibility to pay the Contractor for the Contract Sum or any portion thereof, but the Contractor shall nonetheless be fully obligated to complete the improvements pursuant to this Contract regardless of the status of payment of the Contract Sum. Contractor agrees to look solely to Owner (and not the Beneficiary) for payment for the Work.

Notwithstanding the foregoing, the Beneficiary shall bear the costs related to, and shall directly pay the Contractor for, any Change Orders directed by the Beneficiary or any alternatives directed by the Beneficiary, as permitted under the Project scope. Each such Change Order or alternative directed by the Beneficiary shall provide for payment by the Beneficiary to the Contractor, and specific payment terms relating thereto.

**§ 5.1.1** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

5% of the cost of the Work (excluding any costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary)

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

5% of the amount of any approved Change Order proposed or ordered by Owner.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: No payment for any other matter except the 5% fee specified above in 5.1.1 and 5.1.2. shall be due and payable by Owner to the Contractor under this Contract.

<< >>

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 5.1.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

The Beneficiary shall be entitled to liquidated damages if the Project is not timely completed as stated in this Contract in the amount of five hundred dollars (\$500.00) per day, subject to the provisions of Section 14.2. No other damages shall be paid to nor shall the Beneficiary be entitled to any other damages for a late delivery by the Contractor.

§ 5.2 Cost to be Paid by Owner.

§ 5.2.1 The Contract Sum (Cost of the Work plus the Contractor Fee) is not guaranteed by the Contractor, Owner shall pay Contractor all Costs as defined in this Agreement that the Contractor incurs in completing the Work hereunder, excluding only any Costs arising out any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. And Cost shall include and be adjusted for additions and deductions by Change Order (other than those proposed by the Beneficiary) as provided in the Contract Documents. The Cost as defined in this section is referred to in the Contract Documents as the amount to be paid by the Owner to the Contractor for completion of the Work, excluding any costs arising out any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. As set forth in Section 5.1, the Beneficiary shall directly pay the Contractor for any costs arising out any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary, and any such Change Order or alternative directed by the Beneficiary shall provide the specific payment terms relating thereto.

§ 5.2.2 To the extent that the Contract Documents are anticipated to require further development, the Contract Sum includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

## ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Contract Sum, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 Intentionally deleted

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work, excluding any costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents (including any Change Order or alternative proposed or directed by the Beneficiary), any cost is subject to the Owner's or the Beneficiary's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner or, with respect to costs to be borne by the Beneficiary hereunder, the prior written approval of the Beneficiary.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

« »

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Engineer as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

## § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

## ARTICLE 8 COSTS NOT INCLUDED IN COST OF WORK

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and

- 8 Costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary, which shall be paid for directly by the Beneficiary to the Contractor in accordance with the applicable Change Order or alternative.

## **ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS**

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 9.3 The Beneficiary shall have the rights of the Owner under this Article 9 with respect to any Beneficiary directed Change Orders.

## **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Engineer and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Engineer and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Beneficiary shall have the rights of the Owner under this Article 10 with respect to any Beneficiary directed Change Orders.

## **ARTICLE 11 ACCOUNTING RECORDS**

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and the Beneficiary with respect to any Beneficiary directed Change Orders. The Owner and the Owner's auditors, and with respect to any Beneficiary directed Change Orders, the Beneficiary and the Beneficiary's auditors, shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 12 PAYMENTS

### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor, and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 12.1.3 Provided that an Application for Payment is received by the Engineer not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Engineer receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Engineer to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Contract Sum but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 Intentionally deleted

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Engineer.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 12.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner (or the Beneficiary with respect to any Beneficiary directed Change Orders), suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a

fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner (or the Beneficiary with respect to any Beneficiary directed Change Orders);
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors (or the Beneficiary’s auditors with respect to any Beneficiary directed Change Orders) in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

## § 12.1.8 Retainage

« »

§ 12.1.8.1. For each progress payment made toward a Beneficiary directed Change Order prior to Substantial Completion, the Beneficiary may withhold the following amount, as retainage, from the payment otherwise due: 10%

§ 12.1.8.2 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes any retainage withheld from Prior Applications for Payment.

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner’s prior written approval, or in the case of Change Orders directed by the Beneficiary or alternatives directed by the Beneficiary under the Project Scope, the Beneficiary’s prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor, or in the case of Change Orders directed by the Beneficiary or alternatives directed by the Beneficiary under the Project Scope, the Beneficiary and the Contractor, shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor’s Applications for Payment the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Engineer has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Engineer has made exhaustive or continuous on-site inspections; or (3) that the Engineer has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner. Such examinations, audits, and verifications, if required by the Beneficiary, will be performed by the Beneficiary’s auditors acting in the sole interest of the Beneficiary.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit. Within 30 days of the Beneficiary's receipt of the Contractor's final accounting for the Cost of the Work applicable to any Beneficiary directed Change Orders, the Beneficiary shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit.

§ 12.2.2.1 If any party conducts an audit of the Cost of the Work, the party shall, within 30 days after completion of the audit, submit a written report based upon the auditors' findings to the Engineer.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that no party will conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Engineer will either issue to the Owner (and the Beneficiary with respect to any Beneficiary directed Change Orders) a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If any auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner, or as applicable, the Beneficiary, shall pay the Contractor the amount certified in the Engineer's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

« »

§ 12.2.4 Intentionally deleted

### § 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« » % « »

## ARTICLE 13 DISPUTE RESOLUTION

### § 13.1 Initial Decision Maker

The Engineer will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

### § 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- [ « » ] Arbitration pursuant to Section 15 of AIA Document A201–2017
- [ « » ] Litigation in a court of competent jurisdiction
- [ « » ] Other (*Specify*)

If the Owner and Contractor, or the Beneficiary and the Contractor as applicable, do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction and the substantially prevailing party shall be entitled to reasonable attorneys' fees and expenses to the extent deemed reasonable and appropriate under all the circumstances by the court having jurisdiction over such litigation.

## **ARTICLE 14 TERMINATION OR SUSPENSION**

### **§ 14.1 Termination**

**§ 14.1.1** Subject to the Beneficiary's prior written approval, which may be given or withheld in the Beneficiary's sole discretion, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017. Absent Beneficiary's prior written approval, which may be given or withheld in Beneficiary's sole discretion, Contractor shall not have any right to terminate or suspend its obligations to complete the Work in the event of any Owner default and/or in the event of Owner's bankruptcy, insolvency, dissolution, or other circumstance affecting Owner's ability to pay Contractor under this Agreement. In all events, Contractor expressly assumes the obligation to complete the Work on Beneficiary's behalf and expressly waives any right under this Agreement, at common law or in equity to be paid by Beneficiary (other than with respect to Beneficiary directed Change Orders). Contractor acknowledges that it has entered into the Contract for good and valuable consideration.

### **§ 14.1.2 Termination by the Owner for Cause**

**§ 14.1.2.1** If, subject to Beneficiary's prior approval (which may be given or withheld in the Beneficiary's sole discretion), the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 14.1.2.2** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

### **§ 14.1.3 Intentionally deleted**

« »

## § 14.2 Suspension

Subject to the Beneficiary's prior approval (which may be given or withheld in the Beneficiary's sole discretion), the Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2.1 The Owner's representative:

*(Name, address, email address and other information)*

David Farrington  
110 Main Street  
Suite 2B  
Burlington, Vermont 05401  
Email: dave@btvspaces.com

§ 15.2.2 The Beneficiary's Representative:

Name: Chapin Spencer, Director, City of Burlington Department of Public Works  
Address: 645 Pine St Ste A, Burlington, VT 05401  
Email Address: cspencer@burlingtonvt.gov

§ 15.3 The Contractor's representative:

*(Name, address, email address and other information)*

Scott Ireland  
193 Industrial Avenue  
Williston, VT 05495  
SCOTT@SDIRELAND.COM

§ 15.4 No party's representative shall be changed without ten days' prior notice to the other parties.

## § 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. The Beneficiary shall be an additionally named insured in all required policies of insurance.

§ 15.5.2 The Contractor shall provide payment and performance bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents. The Beneficiary shall be a named beneficiary and shall be entitled to rely upon and enforce all such bonds.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 15.7 Other provisions: This Contract may not be amended by the Owner and Contractor without the prior written approval of the Beneficiary, which shall not be unreasonably withheld or delayed, except with respect to the material terms hereof the modification of which are expressly subject to the Beneficiary's sole discretion

§ 15.8 This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as though one originally executed document. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the party so signing.

« »

## ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds [as attached, but replacing the owner as identified thereon with Cityplace Partners LLC]
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

- .8 Other Exhibits:  
*(Check all boxes that apply.)*

[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Burlington Standard Contract Conditions for Construction Contractors.			
MPI Plans and Specs			

To the extent of any inconsistency between the Burlington Standard Contract Conditions for Construction Contractors and any other Contract Document, the conditions of the Burlington Standard Contract Conditions for Construction Contractors shall prevail.

- .9** Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« Escrow Agreement and associated documents »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Scott Ireland, CEO

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
 Beneficiary: City of Burlington, Miro Weinberger, Mayor

21649200.3

# AIA<sup>®</sup> Document A102<sup>™</sup> – 2017 Exhibit A

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, by and between the Owner, the Contractor and the Contract Beneficiary, dated the « » day of « » in the year « »  
(In words, indicate day, month and year.)

for the following **PROJECT**:

Construction of below-grade improvements, plus at-grade road and concrete sidewalks, on new segments of Pine Street and St. Paul Street between Bank Street and Cherry Street, in accordance with the final construction drawings attached to the Agreement (the "MPI Plans and Specs"), including any amendment or Change Order approved by the parties and the Beneficiary. The Project scope and Work may include alternatives, as directed by the Beneficiary, and at the Beneficiary's cost, for offsite improvements required in connection with the Beneficiary's payment to acquire rights from the owners of 100 Bank Street, 150 Bank Street, and 77 Bank Street.

### **THE OWNER:**

BTC Mall Associates, LLC  
101 Cherry Street, Suite 440  
Burlington, Vermont 05701

### **THE CONTRACTOR:**

SD Ireland  
Attention: Scott Ireland  
193 Industrial Avenue  
Williston, VT

### **THE CONTRACT BENEFICIARY:**

City of Burlington  
Attention: City Attorney  
City Hall  
149 Church Street  
Burlington, Vermont 05401

### **TABLE OF ARTICLES**

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the

Contract for Construction or, as applicable the Burlington Standard Contract Conditions for Construction Contractors.

**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Contract Beneficiary, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance

of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[  ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[  ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[  ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[  ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[  ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[  ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[  ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- [  ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

- [  ] **§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner and the Contract Beneficiary evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner and the Contract Beneficiary as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner and the Contract Beneficiary any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Contract Beneficiary, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and the Contract Beneficiary as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's or the Contract Beneficiary's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Four Million Dollars (\$4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Three Million Dollars (\$3,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[  ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner and the Contract Beneficiary with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

The Contract Beneficiary shall be the insurance trustee.

[  ] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per

claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ « » ] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ « » ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

[ « » ] § A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ « » ] § A.3.3.2.6 **Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum
Payment Bond	\$5.75M
Performance Bond	\$5.75M

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The Contract Beneficiary shall be included as an additional insured on all policies of insurance maintained hereunder and shall be a named beneficiary of the surety bonds issued in connection with the Project.

**BURLINGTON STANDARD CONTRACT CONDITIONS  
FOR CONSTRUCTION CONTRACTORS**

**1. DEFINITIONS:**

- A. The "Contract" shall mean the agreement between Contractor and Owner, to which the City is the Contract Beneficiary, and to which Contract these conditions apply and which Contract includes this Attachment. To the extent of any inconsistency between these conditions and any other Contract Document, the terms most favorable to the City shall control.
- B. The "Contractor" shall mean SD Ireland.
- C. The "Owner" shall mean BTC Mall Associates, LLC.
- D. The "City" shall mean the City of Burlington, Vermont or any of its departments.
- E. The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- F. The "Parties" shall mean the parties to the Contract.
- G. The "Work" shall mean the services being provided by the Contractor, as provided in the Contract.

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

**3. INSURANCE:** Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater ([www.ambest.com](http://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 start of the Work under the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Owner and the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the Owner and the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the Owner and the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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

**A. General Liability And Property Damage:** With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

**B. Workers' Compensation:** With respect to all operations performed, the 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

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

**D. Umbrella Liability:**

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

4. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the Owner and the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with responsible authority to supervise the work. The Owner shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the Owner and the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The Owner and the City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor

shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the Owner or the City or representatives for either the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

9. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the Owner and the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

**10. PROTECTION OF PROPERTY:**

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the City department,

utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

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

**12. INTENTIONALLY OMITTED.**

**13. APPEARANCES:**

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

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

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

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

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

**14. RESPONSIBILITY OF COST:** The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work in strict accordance with the Contract Documents and any amendments thereto and any approved

supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

**15. INTENTIONALLY OMITTED.**

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

**17. INTENTIONALLY OMITTED.**

**18. CHANGE ORDERS & AMENDMENTS:** No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the Owner, the City and the Contractor. All changes affecting the project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the Owner, the City and Contractor. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate.

**19. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

**20. PUBLIC HEALTH EMERGENCY:**

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

adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

**B. Creation of Public Health Emergency Plan:** For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
  - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
  - iii. A schedule for possible updates to the plan as standards and mandates change; and
  - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

- b. Review and Acceptance of Plan:
- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
  - ii. The City shall have sole discretion to require changes to the plan.
  - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

**D. City Liability Relating to Potential Delays:** If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any

expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

**21. FORCE MAJEURE:** Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. The suspension of any obligations under this section shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

**22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 23. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.
- 24. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it pursuant to the Contract.
- 25. PAYMENT NO RELEASE:** No payment, however, final or otherwise, shall release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the

Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

**30. WARRANTY:** In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.

4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

31. **CONTRACT DISPUTES:** In the event of a dispute between the Parties to this Contract, each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
32. **SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City Department of Public Works shall act as referee on all questions arising under the terms of the Contract and that the decision of the City Engineer in such cases shall be binding upon both Parties.
33. **CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:
  - A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made by Owner promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. The Contractor shall make no claim for additional compensation against the City by reason of such termination.
  - B. Termination for Cause:
    - i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract;

failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

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

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

**35. SAFETY REQUIREMENTS:** The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

**36. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Contractor will not discriminate against any employee or applicant for

employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, executive order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

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

**39. INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**51. ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents and all agreements referenced therein (and all agreements referenced in such agreements referenced therein), constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

- 52. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 53. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 54. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

20619997.1

## **Attachment to MPI Construction Contract**

### **MPI Plans and Specs**

CityPlace Burlington – Pine and St Paul Streets Public Improvements

Issue Date December 30, 2021

Prepared by Engineering Ventures

Total Sheets 27

Modified Public Improvements

Issued Date December 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Sheets 5

Scope of Work for Modified Public Improvements – Bank and Cherry Street

Issued Date November 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Pages 8

Burlington Great Streets – Bank and Cherry

Public Improvements – Special Provisions

Issued Date December 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Pages 161

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**Exhibit C-1**

**MPI Plans and Specs**

CityPlace Burlington – Pine and St Paul Streets Public Improvements

Issue Date December 30, 2021  
Prepared by Engineering Ventures  
Total Sheets 27

Modified Public Improvements

Issued Date December 23, 2021  
Prepared by Stantec Consulting Services, Inc.  
Total Sheets 5

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Total Pages 8

Burlington Great Streets – Bank and Cherry  
Public Improvements – Special Provisions

Issued Date December 23, 2021  
Prepared by Stantec Consulting Services, Inc.  
Total Pages 161

**Exhibit D**

**Preliminary Budget**

*[Attached Behind]*

## Exhibit D - Advanced Preliminary Budget

10/24/2022		Estimated TIF Eligible Costs	TIF Reimbursement Amount	TIF Balance
<b>TIF Waterfall</b>				
<b>Tier 1</b>				10,000,000 Estimated TIF debt amount
City's TIF Eligible Costs		750,000		
Payment to 100 Bank		440,000		
Tier 1 total:		1,190,000	1,190,000	8,810,000 Projected balance of TIF funds after Tier 1
<b>Tier 2</b>				
Public Improvements after 9/5/2020		10,242,176	8,810,000	0 Projected balance of TIF funds after Tier 2
<b>Tier 3</b>				
Macy's Easement Costs		1,250,000	0	0 Projected balance of TIF funds after Tier 3
<b>Tier 4</b>				
	Share %			
Owner TIF eligible Costs Prior to 9/5/2020	40%	2,000,000	0	0 Projected balance of TIF funds after Owner's share of Tier 4
City API and/or Excess TIF Eligible Costs	60%	17,000,000	0	0

Notes:

- 1) All reimbursements are subject to the definition of "TIF Eligible Costs" in section 3(h)(ii)(B), the "TIF Waterfall" in 3(h)(ii)(J), and other applicable sections of the ARDA 2.0.
- 2) TIF Eligible Costs will be determined in accordance with Applicable Law.
- 3) All values are preliminary estimates. Tier 2 value based on CPP estimation dated 10-13-2022. Final values to be determined.

**Exhibit E**

**Reserved**

**Exhibit F**

**Reserved**

**Exhibit G**

**Reserved**

**Exhibit H**

**Form of Labor Compliance Certificate**

**Certification of Compliance with Labor Standards**

Whereas, Cityplace Partners, LLC ("Owner") and the City of Burlington (the "City") have entered into a Second Amended and Restated Development Agreement dated \_\_\_\_\_, 2022 (the "Development Agreement") in connection with the redevelopment of the Burlington Town Center property (the "Project").

Whereas, as material consideration for the City's entry into the Development Agreement, Sections 5(b)(vii) and 5(b)(viii) of the Development Agreement require that Owner "shall hire contractors and subcontractors who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide employer funded health and retirement benefits."

Whereas, the undersigned is an authorized agent of (the "Contractor"), which has been hired as a contractor or subcontractor in connection with the Project.

Now, therefore, in recognition and consideration of the foregoing, the Contractor hereby certifies under oath as follows:

1. At all times in connection with the Project, the Contractor:
  - Pays and shall pay appropriate wages;
  - Properly classifies and shall properly classify employees;
  - Obeys and shall obey labor laws;
  - Participates and shall participate (where applicable) in formal apprenticeship training programs; and
  - Provides and shall provide employer-funded health and retirement benefits.
2. A copy of this Certification shall be posted in the workplace(s) or other location(s) where Contractor's Project employees work.
3. Contractor will provide verification of an employee's compensation, produce payroll or health insurance enrollment records, or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the City's Chief Administrative Officer, within ten (10) business days from receipt of a request by the City.
4. Contractor will cooperate in any investigation conducted by the Office of the City Attorney with respect to Contractor's compliance with the contents of this Certification.
5. Contractor will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this Certification.

Execution Version

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Contractor

STATE OF \_\_\_\_\_

\_\_\_\_\_ COUNTY, SS.

At \_\_\_\_\_, in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared \_\_\_\_\_, to me known, being the \_\_\_\_\_ of \_\_\_\_\_, and s/he acknowledged this instrument, by him/her signed, to be his/her free act and deed individually and on behalf of the entity on which he acted.

Before me \_\_\_\_\_

Notary Public

Commission Expires:

Commission Number:

**Exhibit I**

**Reserved**

**Exhibit J**

**Reserved**

**Exhibit K**

**Form of Memorandum of Agreement**

MEMORANDUM OF  
SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Memorandum”) is made as of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Burlington, a Vermont municipal corporation (the “City”) and Cityplace Partners LLC, a Vermont limited liability company (“CPP”, and together, the “Parties”).

**RECITALS**

- A. CPP owns certain real property depicted as Parcel 2 on a plan entitled “Lot Line Adjustment for BTC Mall Associates LLC, 101 Cherry Street, Burlington, Vermont” prepared by LATITUDES Land Surveying dated January 9, 2017, last revised January 24, 2017, consisting of 1 sheet, recorded in Map Slide 533B of the City of Burlington Land Records (the “Plan”), numbered 130 Bank Street, Burlington, Vermont, Parcel No. 044-4-033-000 (the “CPP Property”), having acquired the same by the deed of BTC Mall Associates LLC (the “Prior Owner”) recorded May 27, 2022 in Book 1668 at Page 151 of the City of Burlington Land Records.
- B. City owns, as public right of way, certain real property depicted as Parcel 1 and Parcel 3 on the Plan by virtue of the Warranty Deed of Prior Owner to the City dated as of May 14, 2021 and recorded in Book 1595 at Page 25 of the City of Burlington Land Records (respectively, “Parcel 1” and “Parcel 3” and collectively, the “City Property”).
- C. The City and the Prior Owner entered into a Development Agreement dated as of October 26, 2017, as amended by Letter Agreement dated August 27, 2018 and fully executed on September 7, 2018 (as amended, the “Original Development Agreement”) with respect to the redevelopment of the CPP Property and the City Property.
- D. Prior Owner and the City later entered into that certain Amended and Restated Development Agreement, dated May 14, 2021 (the “ARDA 1.0”) to amend and restate the Original Development Agreement in its entirety.
- E. In connection with ARDA 1.0, Prior Owner and the City entered into and recorded (i) that certain Memorandum of Amended and Restated Development Agreement, dated May 14, 2021, recorded in Book 1595 at Page 42 of the City of Burlington Land Records, intending to provide record notice of ARDA 1.0, and (ii) that certain Memorandum of Agreement, dated May 14, 2021, recorded in Book 1595 at Page 47 of the City of Burlington Land Records (the “Section 4(e) Memorandum”), intending to memorialize

and provide record notice more specifically of the provisions of Section 4(e) of ARDA 1.0.

- F. As of the Effective Date, the Parties have executed a Second Amended and Restated Development Agreement (the “ARDA 2.0”) to amend and restate ARDA 1.0 in its entirety.
- G. The Parties now desire to enter into and record this Memorandum to provide record notice of ARDA 2.0 and to reaffirm the Section 4(e) Memorandum.

**AGREEMENT**

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

1. **Incorporation of ARDA 2.0.** This Memorandum is prepared for the purpose of providing record notice of ARDA 2.0 and the covenants and agreements contained therein, and is not a complete summary of the terms and conditions of ARDA 2.0. Provisions of this Memorandum shall not be used in interpreting provisions of ARDA 2.0. In the event of conflict between this Memorandum and the provisions of ARDA 2.0, the provisions of ARDA 2.0 shall control.
2. **Section 4(e) Memorandum.** The Parties, as the current owners of the City Property and the CPP Property, respectively, acknowledge and agree that the CPP Property comprises a portion of the “Larger BTC Property” as defined in the Section 4(e) Memorandum and confirm that the Parties and the CPP Property are bound by and remain subject to the Section 4(e) Memorandum.
3. **Expiration.** Upon the termination of ARDA 2.0 and payment of all amounts due and owing by each Party to the other thereunder, the Parties shall execute and acknowledge an instrument in recordable form terminating this Memorandum of record.
4. **Miscellaneous.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. This Memorandum may be executed in counterparts, each of which counterparts shall constitute an original and all of which counterparts shall constitute one fully executed Agreement. Each of the Parties warrants to the other that the person or persons executing this Memorandum on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party’s behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Memorandum.

*[Signature Pages Follow]*

Execution Version

IN WITNESS WHEREOF, the Parties have entered into this Memorandum as of the date first hereinabove written.

**CITYPLACE PARTNERS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_, in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared \_\_\_\_\_, to me known, being the Managing Member of \_\_\_\_\_, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Expires: 1/31/23  
Commission Number:

**CITY OF BURLINGTON**

By: \_\_\_\_\_  
Miro Weinberger, Mayor

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Expires: 1/31/23  
Commission Number:

**LENDER’S CONSENT TO MEMORANDUM OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THE UNDERSIGNED, COMMUNITY BANK, NATIONAL ASSOCIATION, a national bank with a place of business in Williston, Vermont (“Lender”), is the beneficiary under that certain Mortgage executed and delivered by Cityplace Partners, LLC, a Vermont limited liability company, to the Lender, dated as of May 25, 2022, and recorded in Book 1668, Pages 157-165 of the City of Burlington Land Records, as amended by that certain First Amendment to Mortgage, dated as of June 30, 2022, and recorded in Book 1676, Pages 200-203 of the Burlington Land Records (as the same may be further amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement of such Mortgage, the “Mortgage”). The Lender hereby consents to the terms and provisions of the foregoing Memorandum of Second Amended and Restated Development Agreement, and the underlying Second Amended and Restated Development Agreement, including all exhibits thereto, and agrees that the operation, lien and effect of the Mortgage shall be subject and subordinate to the operation, lien and effect of the foregoing Second Amended and Restated Development Agreement, including all exhibits thereto.

**LENDER**

COMMUNITY BANK, NATIONAL ASSOCIATION, a national bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

and Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, ss.

At Burlington, in said County on this \_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_, \_\_\_\_\_ and duly authorized agent of COMMUNITY BANK, NATIONAL ASSOCIATION, and s/he acknowledged this instrument, by her/him sealed and subscribed, to be her/his free act and deed and the free act and deed of COMMUNITY BANK, NATIONAL ASSOCIATION.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Execution Version

**Exhibit L**

**Owner's February 21, 2021 Letter to City**

*[Attached Behind]*

21684297.1

BTC Mall Associates, LLC  
1012 Cherry Street, Suite 440  
Burlington, Vermont 05401

February 21, 2021

Mayor Miro Weinberger  
City of Burlington  
City Hall  
1 Church Street  
Burlington, Vermont 05401

Dear Mr. Mayor:

The proposed A&R Development Agreement that will be voted on by the City Council on Tuesday February 23<sup>rd</sup> in section 5.b. obligates the Developer/Owner to adhere to certain labor practices in the construction of the CityPlace project.

1. Owner and all contractors will pay livable wages as defined in the City's Livable Wage Ordinance
2. Classify employees properly
3. Participate in apprenticeship programs, where applicable
4. Favor hiring of Burlington and nearby residents as permissible for both construction and operation of the project and give preference if the candidates who are otherwise qualified and experienced for a given position is unemployed, a veteran, a minority person, a woman, or a New American.

In addition to the above obligations, which BTC Mall Associates, LLC (Developer/Owner) hereby reaffirms its commitment to be bound, the Developer/Owner hereby promises the City that upon the A&R Development Agreement taking effect, the Developer/Owner shall comply with the following additional labor requirements and labor practices.

A. Owner and all contractors will pay the Vermont Prevailing Wages for construction workers for the Burlington area as published by the State of Vermont.

B. Developer/Owner, will comply with all the obligations set forth in the A&R Development Agreement regarding labor and labor practices. In addition, the Developer/Owner shall establish an open, transparent and fair hiring and bidding process throughout the construction of the project. Subject to the preferential hiring objectives reflected above, candidates that are qualified and possess the appropriate experience and skills for a particular position will be hired without regards to race, ethnicity, religious affiliation, sex or gender orientation. The Developer/Owner is an equal opportunity employer, which does not discriminate in hiring on any basis. Furthermore, sub-contractors who bid on work at the project will be invited to bid and their respective bids shall be evaluated solely on the experience and qualifications to perform the work along with the competitiveness of its bid without regards to its union or non-union labor affiliation. All sub-contractors however will be required to adopt all terms and conditions relating to labor and labor practices that are set forth in A&R Development Agreement.

C. Developer /Owner has held discussions with the AFL CIO on the possibility of the AFL CIO financing the CityPlace project and Developer/Owner remains interested in working with the AFL CIO. These discussions with the AFL CIO are subject to the Developer /Owner obtaining a HUD guaranty

BTC Mall Associates, LLC  
1012 Cherry Street, Suite 440  
Burlington, Vermont 05401

under the HUD 221 d 4 loan program. While the Developer /Owner is now working with an authorized HUD originator and will continue to work to obtain a HUD loan guaranty and HUD loan commitment there can be no assurances that (i) HUD will approve the project and issue the Developer/Owner a HUD guaranty or (ii) the HUD guaranty will be issued on or before the anticipated start of construction date that the Developer/Owner is planning as set forth to in the A&R Development Agreement. The Developer /Owner agrees upon the A&R Development Agreement taking effect, and if the Developer/Owner receives a HUD loan guaranty and assuming the HUD loan guaranty is received prior to the date the Developer/Owner anticipates the start of construction of the project then Developer/Owner will use reasonable efforts to negotiate a satisfactory financing agreement with the AFL CIO to finance the CityPlace project (based on the HUD guaranty and HUD loan commitment).

D. There is no assurance despite any and all of the Developer/Owner's efforts that it will receive an approval from HUD or that the HUD approval will come by the time Developer/Owner believes it must start construction of the project as contemplated in the A&R Development Agreement. The terms of any financing agreement with the AFL CIO to finance the CityPlace project must be satisfactory to the Developer/Owner and if a satisfactory agreement is not reached with the AFL CIO then Developer/Owner reserves its right to stop the negotiations with the AFL CIO and arrange alternative financing for the CityPlace project. In light of the fact that Developer /Owner wants to start the construction of the CityPlace project by September, 2021 it will be necessary to apply for both the HUD loan and traditional financing for the project at the same time. The Developer/Owner reserves the right to negotiate and agree to other available financing from other lenders besides HUD for the CityPlace project. Acting in good faith and with the best interest of the project in mind, Developer/Owner reserves the right to terminate the HUD discussions and accept other available financing at any time. Notwithstanding how the CityPlace project is financed by the Developer/Owner (whether by HUD or a non-HUD lender), the Developer/Owner will encourage qualified local union shops to participate in any and all work that Developer/Owner puts-out to bid. Furthermore, if a local union shop is qualified to perform the work that is bid-out as determined in good faith by the Developer/Owner (i.e., the local union shop has the requisite experienced and it provides the Developer/Owner with normal and customary assurances that the work will be completed on time and on budget) and the local union shop submits the most competitive bid (lowest and unqualified bid), then the Developer/Owner will award this contract to the local union shop. Notwithstanding the above, Developer/Owner shall retain discretion and the decision-making authority to decide what work at CityPlace it will be bid-out and what work it will self-perform. Self-perform work will not need any outside labor participation from either union or non-union shops. Self-perform work is work that the Developer/Owner performs itself or performs through its members or an affiliate. No provision or statement in this letter and no provision or statement in the A&R Development Agreement is intended to, nor shall any such provision be interpreted in any-way that would, negate the right and discretion of the Developer/Owner to decide what work it will self-perform at CityPlace or further how such self-perform work shall be carried-out and staffed by the Developer/Owner.

E. Developer/Owner shall within 15 days after either (i) receiving a rejection from HUD, or (ii) withdrawing or abandoning the HUD application inform the Mayor and City Council in writing that the HUD application has been rejected or withdrawn and that the Developer/Owner has or will be

BTC Mall Associates, LLC  
1012 Cherry Street, Suite 440  
Burlington, Vermont 05401

terminating the financing discussions with the AFL CIO. Alternatively assuming Developer/Owner received the HUD guaranty in a timely fashion but was unable to reach a satisfactory financing agreement with the AFL CIO -to finance the CityPlace project then within 15 days after failing to reach a satisfactory agreement with the AFL CIO, Developer/Owner shall inform the Mayor and the City Council in writing that it was unable to reach a satisfactory agreement with the AFL CIO. The notice provided by the Developer/Owner shall specify the terms that were not satisfactory along with a brief explanation of why the terms were not satisfactory to Developer/Owner. The decision and determination as to whether an agreement with the AFL CIO is satisfactory and or what terms are not satisfactory shall be determined in the sole discretion and determination of the Developer/Owner.

F. Developer/Owner shall agree to send a written report to the Mayor and the City Council within 6 months after the A&R Development Agreement takes effect informing them of any material development and or progress or a lack of progress regarding the financing discussions with the AFL CIO as well as any material development and or progress or lack of progress in the application process with HUD.

These terms as set forth above shall be binding on the Developer/Owner upon the A&R Development Agreement taking effect.

I trust our intentions and commitment to provide local jobs and to include local union participation in our project is now clear and unequivocal. I appreciate the chance to make our intentions and commitment clear.

I wish to thank both you and the City Council for your support of our CityPlace project.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Sinex', with a horizontal line extending to the right.

Donald F. Sinex, Manager  
BTC MALL ASSOCIATES, LLC

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

Department:  CEDO  Submitter:  Gummi Jonsson

Title/Subject:  4<sup>th</sup> Amendment to City Place ARDA 2.0

	Approval:	Meeting Date:
	Board of Finance	
<input checked="" type="checkbox"/>	City Council	4/27/2026; 5/11/2026
	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	4/21/2026	Kara Alnasrawi
Mayor’s Office informed and approved memo	Yes	4/21/2026	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	Yes	4/21/2026	Emmett Wood
City Attorney’s Office has approved memo and motion(s) or resolution(s)	Yes	4/21/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	4/22/2026	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?	Yes	4 <sup>th</sup> Amendment
Additional Materials, if necessary	Yes	ARDA 2.0
Draft Resolution or Motion?	Yes	Motion in memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

CITY OF BURLINGTON

ORDINANCE \_\_\_\_\_

Sponsor: Ordinance Committee  
Public Hearing Dates: \_\_\_\_\_

In the Year Two Thousand Twenty-Six

\_\_\_\_\_  
First reading: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Rules suspended and placed in all  
Stages of passage: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

**An Ordinance in Relation to**

CONSUMER PROTECTION  
BCO Chapter 21, Art. I

**It is hereby Ordained** by the City Council of the City of Burlington as follows:

1 That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of  
2 Burlington be and is hereby amended by amending Article I, In General, by adding Sec. 21-8, Consumer  
3 Protection; thereof to read as follows:

4

**21-8 Reserved Consumer Protection**

5

**(a) PURPOSE, INTENT, AND AUTHORITY**

6

The purpose of this Section is to complement the enforcement of federal statutes, state statutes, and decisions governing unfair methods of competition, unfair or deceptive acts or practices, and anti-competitive practices in order to protect the public and to encourage fair and honest competition.

7

This Section is intended to provide notice to consumers prior to their purchase of costs and/or holds on their money that may not have otherwise been clear to the consumer so that they may make an educated choice prior to purchase.

8

Charter authority regarding petroleum sales is provided in Article 19, §48(26). Statutory authority regarding private parking lot/sign regulation for the purposes of this ordinance is provided pursuant to 24 V.S.A. §2291.

9

**(b) DEFINITIONS**

10

Please see 9 V.S.A. §2451a.

11

**(c) CUSTOMER NOTICE**

12

**1) HOLDS ON PAYMENT AT POINT OF SALE**

13

A gas station, convenience store, or any other place that sells gas to the public, that accepts credit or debit cards for the retail sale of gasoline shall not place, or allow a third party to place, a hold on any credit or debit card account in an amount larger than the actual purchase amount for the gasoline without providing notice in a clear manner and proximate to the point of payment prior to the consumers purchase. The notice shall state there may be a hold in an amount larger than the amount of the purchase and how a consumer may avoid a preauthorization hold (ie.if the consumer can go inside and prepay with a PIN to avoid a hold).

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28 **2) PARKING RATES FOR PARKING GARAGES/LOTS**

29 All privately owned parking garages/lots shall clearly and prominently post at the entry, so that it is  
30 visible and legible from the roadway and prior to consumers entering the garage/lot, the following:

31 (A) whether the lot/garage is open to the public;

32 (B) signage that shall prominently include the words “privately-owned”;

33 (C) the rates for the lot/garage;

34 (D) if the lot/garage uses dynamic or changing pricing models, clearly and visible disclose that  
35 and the maximum possible rate the consumer could pay;

36 (E) hours of operation;

37 (F) a contact to call if there is an issue; and

38 (G) whether there is a charge for handicap parking and if so, that the consumer may park on the  
39 street or in city-owned lots for free.

40 Signage will also need to comply with all other state and local permitting requirements, including but  
41 not limited to the Burlington Comprehensive Development Ordinance.

42  
43 **(d) EFFECTIVE DATE**

44 The effective date of this ordinance shall be July 1, 2026. Thereafter, there shall be a one-time courtesy  
45 warning to come into compliance for an additional sixty (60) days.

46  
47 **(e) ENFORCEMENT**

48 Violations of this section shall be a civil offense and shall be enforced pursuant to Section 1-9 of this  
49 Ordinance.

50  
51 \* Material stricken out deleted.

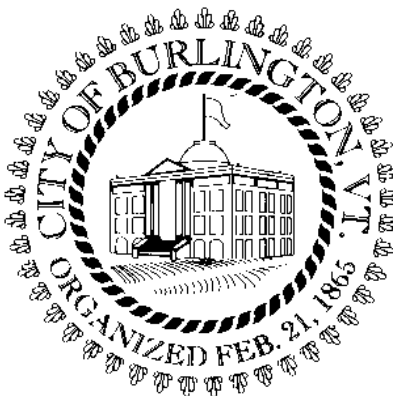
52 \*\* Material underlined added.

53  
54 ks/Ordinances 2026/Consumer Protection/BCO Ch. 21, Art. I

55 Sec. 21-8.

56 5/6/2026

JESSICA C. BROWN, ESQ.  
City Attorney  
KIMBERLEE J. STURTEVANT, ESQ.  
ACA, Director of Litigation  
HAYLEY I. McCLENAHAN, ESQ.  
Assistant City Attorney  
ERIK RAMAKRISHNAN, ESQ.  
ACA, Director of Gen. Gov't  
& Transactional Servs.  
EMMETT WOOD, ESQ.  
Assistant City Attorney



149 Church Street  
Burlington, VT 05401-8489  
Phone: (802) 865-7121  
Fax: (802) 865-7123  
TTY: (802) 865-7142

CITY OF BURLINGTON, VERMONT  
OFFICE OF  
THE CITY ATTORNEY  
AND  
CORPORATION COUNSEL

**MEMO**

TO: Burlington City Council  
Mayor Mulvaney-Stanak  
FR: Gene Bergman, Chair, Ordinance Committee  
Kimberlee Sturtevant as staff for the City Council Ordinance Committee  
DT: May 6, 2026  
RE: Ordinance Amendment Regarding Consumer Protection for Card Holds and Private Parking  
\*\*\*\*\*

On September 8, 2025, the Council passed two resolutions relating to consumer protection concerns. The first was *Consumer Choice and Disclosure for Fuel Purchases Made with Debit Cards*. The resolution referred the question of whether or not to update our relevant ordinances to protect the consumer to the Ordinance Committee and the City Attorney. The second was *Consumer Choice and Disclosure of Parking Terms & Rates in Privately Owned Lots*. The resolution requested the Ordinance Committee and the City Attorney's Office to review new ordinance language to address the concerns of disclosure raised regarding private parking lots opened to the public.

Upon referral to the Ordinance Committee, the Committee sought input from interested parties as well as the City Attorney's Office. Staff reached out directly to gas station owners and private parking lot owners prior to holding a public hearing on the matter. One individual representing Unified Parking Partners (UPP) Global did come and speak to the matter.

There were at least 6 meetings regarding the matters before the Committee. The proposed ordinance regarding consumer protection was drafted for both gas station card holds and notice at private parking lots open to the public and placed under a new section for Consumer Protection in Burlington Code of Ordinances Section 21-8 (attached). The Ordinance Committee unanimously voted on April 23, 2026 to refer the proposed ordinance language back to the full Council with a recommendation for adoption. As the ordinance had not had first reading, the intent was to have first reading on May 11<sup>th</sup> and second reading and adoption on May 18<sup>th</sup>. The Committee also gave instructions to staff to reach out to Burlington

establishments that sell gas and owners of private parking lots open to the public to inform them of the rest of the process and including the proposed meetings of May 11<sup>th</sup> and 18<sup>th</sup>.

- The proposed motion on May 11: First reading, waive the reading, suspend the rules regarding referral back to Ordinance Committee and set for second reading for a date certain of May 18, 2026.
- The proposed motion on May 18: Second reading, waive the reading and adopt the ordinance.

Please do not hesitate to contact us with any questions or concerns.