# City Council

## Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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## 1. Agenda

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|---|---|
| **Subject** | **1.1. Motion to amend/adopt agenda** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 1. Agenda |
| Department | Council and Board |
| Type | Action<br>Procedural |
| Recommended Action | Motion to amend/adopt the agenda as follows: add to the Deliberative Agenda Item 7.6. Authorization to Accept Grant Award From Vermont Department of Public Safety for Emergency Response Unit Tactical Supplies (per BPD Executive Manager Shannon Trammell) |

## 2. Executive Session (25 mins.)

| | |
|---|---|
| **Subject** | **2.1. Litigation Update — City Attorney's Office** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 2. Executive Session (25 mins.) |
| Department | City Attorney |
| Type | Action<br>Procedural |
| Recommended Action | **Motion 1:**<br><br>**Move that the Council find that premature general public knowledge of legal advice and information concerning the details of "pending and/or potential" litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage;**<br><br>**Motion 2:**<br><br>**Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications in pending and/or potential civil litigation matters, pursuant to 1 VSA §313(a)(1)(E) and (F), and including representatives from the Mayor's Office, the DFA, and the City Attorney's Office.** |

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

| | |
|---|---|
| **Subject** | **3.1. Verbal Comments** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 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<br>Procedural |

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

| | |
|---|---|
| **Subject** | **4.1. Verbal reports** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. Mayor - General City Affairs (10 mins.) |
| Department | Mayor's Office |
| Type | Information |

## 5. Committee Reports

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|---|---|
| **Subject** | **5.1. Verbal reports** |

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|---|---|
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 5. Committee Reports |
| Department | Council and Board |
| Type | Information |

## 6. Consent Agenda

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|---|---|
| **Subject** | **6.1. Motion to adopt the consent agenda and take the actions indicated** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Council and Board |
| Type | Action (Consent)<br>Procedural |
| Recommended Action | Motion to adopt the consent agenda and take the actions indicated |
| **Subject** | **6.2. Accountability List - C/T** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Communication<br>Information |
| Recommended Action | waive the reading, accept the communication and place it on file |
| **Subject** | **6.3. June 29, 2026 City Council Meeting, City Council With Mayor Presiding Meeting and Local Control Commission Meeting Minutes - C/T** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Information<br>Minutes |
| Recommended Action | approve the minutes |
| **Subject** | **6.4. Special Event Outdoor Entertainment Permit Application (one day only): The Ramble, July 25, 2026, 20 Allen Street** |

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|---|---|
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 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 one day only special event outdoor entertainment permit application for The Ramble, July 25, 2026, 20 Allen Street |
| **Subject** | **6.5. Special Event Outdoor Entertainment Permit Application (two days only): Festival of Fools, July 31 and August 1, 2026, all 4 blocks of CSM** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | City Arts |
| Type | Action (Consent) |
| Recommended Action | approve the two day only special event outdoor entertainment permit application for Festival of Fools, July 31 - August 1, 2026, all 4 blocks of CSM |
| **Subject** | **6.6. Cara Simoneau Deputy Health Officer Appointment** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Permitting & Inspections |
| Type | Action (Consent)<br>Information |
| Recommended Action | waive the reading, accept the communication and place it on file |
| **Subject** | **6.7. Communication: Chase Taylor, Member, DRB Alternate, re: Resignation** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Communication |
| Recommended Action | waive the reading, accept the communication, place it on file and advertise the vacancy in Seven Days |
| **Subject** | **6.8. Request for Approval to Execute Contract with ADS Environmental Services for the Flow Monitoring Services — DPW - Water Resources** |

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| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department - Water Resources |
| Type | Action (Consent) |
| Recommended Action | to authorize the Director of Public Works to execute a main agreement with ADS Environmental Services for flow monitoring and data hosting services for a term of 5 years and maximum limiting amount not to exceed $1,100,000 cumulative, and subsequent work assignment sub-agreements for temporary flow monitoring services subject to final review and approval by the City Attorney' Office |
| **Subject** | **6.9. Unlicensed Dogs and Wolf-Hybrids - C/T** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Communication<br>Information |
| Recommended Action | to receive the communication and place it in the file |
| **Subject** | **6.10. Vermont Psychological Services Sponsorship — REIB** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 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 the Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of $7,200 to Vermont Psychological Services to aid in psychological asylum evaluations from the Community Support and Program Delivery GL |
| **Subject** | **6.11. Burlington Fire Department - Background Check Fee for Ride Along Program** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Fire Department |
| Type | Action (Consent) |

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|---|---|
| Recommended Action | to approve and authorize the Burlington Fire Department to implement and collect a $25 administrative fee to cover the cost of conducting background checks for ride-along participants, subject to final review and approval by the Chief Administrative Officer |
| **Subject** | **6.12. Reclassification of Administrative and Accounting Assistant Position from Grade 14 to 16 - Fire** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Fire Department |
| Type | Action (Consent) |
| Recommended Action | to approve and authorize the reclassification of the Administrative and Accounting Assistant position, a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position, to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position within the Burlington Fire Department |
| **Subject** | **6.13. Lease of 99 Intervale Road to the Intervale Center and Gardens Alive — CEDO** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Community & Economic Development Office (CEDO) |
| Type | Action (Consent) |
| Recommended Action | move to approve the lease of 99 Intervale Road to The Intervale Center and Gardens Alive and recommend to the City Council that they authorize the Director of the Community and Economic Development Office to enter into the lease agreement subject to final review and approval by Board of Finance and the City Attorney’s office |
| **Subject** | **6.14. Regular Schedule of City Council Meetings From September 14, 2026 to February 8, 2027** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Council and Board |
| Type | Action (Consent)<br>Information |
| Recommended Action | to approve the above list of meetings through February 8, 2027 |
| **Subject** | **6.15. Resolution: Authorization to Enter into a Capital Lease Purchase Agreement with M&T Bank for Airport Improvements (Board of Finance)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |

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|---|---|
| Category | 6. Consent Agenda |
| Department | Patrick Leahy Burlington International Airport |
| Type | Action (Consent)<br>Resolution |
| Recommended Action | 1. To authorize the Director of Aviation to execute a contract agreement with Engelberth Construction, Inc. for up to $24,284,655.63 with a 3.3% contingency for an amount up to $25,087,498 for the construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as form by the City Attorney's Office.<br>2. To authorize the Director of Aviation to execute a contract agreement with Passero Associates, Inc. for up to $1,367,300.00 with a 3.3% contingency for an amount up to $1,412,502 for the construction oversight services of the Snow Removal Equipment Building (SRE) construction, and any other related documents necessary or convenient to effect the transaction subject to review and approval as to form by the City Attorney's Office.<br>3. To authorize the Director of Aviation to execute a lease/finance agreement with M&T Bank in the amount of $25,651,955.63 with a 3.3% contingency for an amount up to $26,500,000 for the oversight and construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by legal counsel.<br>4. To authorize the Director of Aviation to take such further actions, and to approve such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.<br>5. To waive the reading and adopt the attached resolution. |
| **Subject** | **6.16. Resolution: Authorization for $1,790,700 Step III Loans from Vermont Clean Water State Revolving Fund and Engineering Services Contract with VHB, Inc. for $103,400 for The Manhatttan Stormwater Outfalls Rehabilitation Project (Board of Finance)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department - Water Resources |
| Type | Action (Consent)<br>Resolution |
| Recommended Action | to adopt the attached resolution authorizing a Step III $1,790,700 loan from the Vermont Clean Water State Revolving fund and a $103,400 amended contract with VHB for the Manhattan Stormwater Outfalls Rehabilitation as more specifically set forth in the attached resolution |

## 7. Deliberative Agenda

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| **Subject** | **7.1. Community and Housing Infrastructure Program (CHIP) Work Session (30 mins.)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. Deliberative Agenda |
| Department | Community & Economic Development Office (CEDO) |
| Type | Discussion<br>Information |

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|---|---|
| | Presentation |
| **Subject** | **7.2. 2026 Vermont Legislative Session Summary (20 mins.)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. Deliberative Agenda |
| Department | Mayor's Office |
| Type | Information<br>Report<br>Action |
| Recommended Action | waive the reading, accept the report and place it on file |
| **Subject** | **7.3. Battery Storage Approval - Electric (20 mins,)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. Deliberative Agenda |
| Department | Burlington Electric Department |
| Type | Action |
| Recommended Action | to approve and authorize the General Manager of the Burlington Electric Department to execute an initial 20-year power purchase agreement, with potential future renewals, with Kearsarge Energy for installation and operation of battery storage as described in the attached term sheet at the McNeil Generating Station subject to City Attorney review, and authorize the General Manager of Burlington Electric Department to execute any necessary site license agreements at McNeil Generating Station with the Joint Owners of McNeil subject to City Attorney review |
| **Subject** | **7.4. Resolution: Ratification of Tentative Agreement and Authorization to Execute Collective Bargaining Agreement Between the City of Burlington and AFSCME (July 1, 2026 - June 30, 2028)(Board of Finance)(15 mins.)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. Deliberative Agenda |
| Department | Human Resources |
| Type | Action<br>Resolution |
| Recommended Action | waive the reading and adopt the resolution |
| **Subject** | **7.5. Police Chief Hiring Process Update — Mayor and HR Director (20 mins.)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. Deliberative Agenda |
| Department | Mayor's Office |

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|---|---|
| Type | Communication<br>Information |

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|---|---|
| **Subject** | **7.6. Authorization to Accept Grant Award from Vermont Department of Public Safety for Emergency Response Unit Tactical Supplies — Police (15 mins.)** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. Deliberative Agenda |
| Department | Police Department |
| Type | Action |
| Recommended Action | to approve and authorize Chief of Police for the BPD to accept the grant award of $193,053.00 from Vermont Department of Public Safety and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney’s Office |

## 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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|---|---|
| **Subject** | **8.1. Verbal reports** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 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 |

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

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|---|---|
| **Subject** | **9.1. Verbal reports** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 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 |

## 10. Adjournment

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| **Subject** | **10.1. Motion to adjourn** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 10. Adjournment |
| Department | Council and Board |

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|---|---|
| Type | Action<br>Procedural |
| Recommended Action | Motion to adjourn |

## 11. Informational and Non-Discrimination Statements

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|---|---|
| **Subject** | **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.** |
| Meeting | July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 11. Informational and Non-Discrimination Statements |
| Department | Council and Board |
| Type | Information |

**CITY COUNCIL ACCOUNTABILITY LIST**

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

**Prepared by: Lori Olberg, Council and Licensing Coordinator**

7/13/2026

| | Meeting Date | Type of Document and Title | Action Requested | Updated Next Steps in the Process |
|---|---|---|---|---|
| 1 | 7/24/2023 | Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals | requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting | Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting |
| 2 | 5/20/2024 | Resolution: A Building Emissions Reduction Ordinance | referred to TEUC | TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024 |
| 3 | 9/23/2024 | Resolution: The Establishment Of A Downtown Public Safety HUB | the Public Safety Committee shall engage the community on its vision for a public safety hub, and this engagement shall include consultation with interested community partners, including, but not limited to, Neighborhood Planning Assemblies, the DPW Commission, Board of Health, Director of Business and Workforce Development and Church Street Marketplace Commission, Burlington Police Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community | the Public Safety Committee shall report back on the needs and input from the community to the City Council on or by January 21, 2025, including any specific options or recommendations for a public safety hub (e.g.) new or existing freestanding structures, existing storefront space, a mobile public safety hub, etc.); and BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, it is the stated intent of the full City Council to act on specific options or recommendations from the Public Safety Committee on or by March 10, 2025 |
| 4 | 1/27/2025 | Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP) | referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee | on or before March 24, 2025; by March 10, 2025 **UPDATE: The note with the action should state that the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date.** |
| 5 | 7/14/2025 | Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations | referred to to the Parks, Arts and Culture Committee | not-specified |
| 6 | 8/25/2025 | Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Ackowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students | it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being | end of this calendar year |
| 7 | 9/8/2025 | Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards | referred to the Ordinance Committee | not-specified |
| 8 | 9/8/2025 | Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots | referred to the Ordinance Committee | not-specified |
| 9 | 10/6/2025 | Resolution: Financial Disclosure For Local Elected Officials | referred to the Ordinance Committee | not-specified |
| 10 | 10/21/2025 | Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee) | referred to the Charter Change Committee | 12/1/2025 |
| 11 | 10/21/2025 | Resolution: March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to Pledge Credit of the City (Referral to Charter Change Committee) | referred to tbe Charter Change Committee | 12/1/2025 |
| 12 | 1/26/2026 | Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02 | referred to the Ordinance Committee | not-specified |
| 13 | 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 |
| 14 | 4/27/2026 | Ordinance: BCO Chapter 26 Industrial Pollution Prevention Program Update | referred to the Ordinance Committee | not-specified |
| 15 | 5/11/2026 | Resolution: Reinstating The Burlington Aging Council And Implementing The Age-Strong BTV Plan | report due back from the Aging Council | within one year with progress on implementation of the Age-Strong BTV Plan and recommendations for any updates or additional actions needed to ensure Burlington is an age-friendly community |

**BURLINGTON CITY COUNCIL**
**CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR**
**MINUTES OF MEETING**
**June 29, 2026**

## 1. Agenda

**1. Agenda**
City Council President Traverse convened the meeting at 6:05 pm.
Members present: City Council President Traverse, Councilors Bergman, Broderick, Litwin (arrived at 6:12 pm), McKnight, Sanchez-Parkinson, Schachter and Singh (all in person): Councilors Barlow (arrived @6:57 pm), Carpenter, Grant, Neubieser (all online)
Others present: Mayor Mulvaney-Stanak, City Attorney Brown, COS Gerlach, Deputy COS Zakaras and Lori Olberg

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|---|---|
| **Subject** | **1.1. Motion to amend/adopt agenda** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 1. Agenda |
| Department | Council and Board |
| Type | Action<br>Procedural |
| Recommended Action | Motion to amend/adopt agenda |

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

## 2. Executive Session (20 mins.)

**2. Executive Session (20 mins.)**
City Attorney Brown spoke to this agenda item.

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| **Subject** | **2.1. Litigation Update — City Attorney's Office** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 2. Executive Session (20 mins.) |
| Department | City Attorney |

| | |
|---|---|
| Type | Action<br>Procedural |
| Recommended Action | **Motion 1:**<br><br>**Move that the Council find that premature general public knowledge of legal advice and information concerning the details of "pending and/or potential" litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage;**<br><br>**Motion 2:**<br><br>**Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications in pending and/or potential civil litigation matters, pursuant to 1 VSA §313(a)(1)(E) and (F), and including representatives from the Mayor's Office, the DFA, DPI, DPW, and the City Attorney's Office.** |

2.1. Litigation Update — City Attorney's Office
Motion 1: Motion made by Councilor McKnight, seconded by Councilor Schachter.
Motion 2: Motion made by Councilor McKnight, seconded by Councilor Schachter.
The City Council went into Executive Session at 6:08 pm.
The City Council came out of Executive Session at 6:34 pm.

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

**3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions****
City Council President Traverse opened the Public Forum at 6:38 pm.
City Council President Traverse closed the Public Forum at 7:00 pm.

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|---|---|
| **Subject** | **3.1. Verbal Comments** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 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<br>Procedural |
| Recommended Action | open Public Forum<br>close Public Forum |

3.1. Verbal Comments
**BTV residents (in person):**
Bruce Wilson: youth on City Boards
Joanna Elliott: PlanBTV NNE
Neal Hayes: Publc Forum—New North End Development
Annie Schneider: BRV appointment
Jonathan Chapple-Sokol: Board Appointments Adjacent
Miriam Stoll: Board of Voter Registration
Nate Lantieri: Parks Commission

**Non-BTV resident (in person):**
Todd DeLuca: Chocolate Thunder

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

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

| | |
|---|---|
| **Subject** | **4.1. Verbal reports** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. Mayor - General City Affairs (10 mins.) |
| Department | Mayor's Office |
| Type | Information |

4.1. Verbal reports

## 5. Committee Reports

**5. Committee Reports**

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|---|---|
| **Subject** | **5.1. Verbal reports** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 5. Committee Reports |
| Department | Council and Board |
| Type | Information |

5.1. Verbal reports

## 6. Consent Agenda

**6. Consent Agenda**

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|---|---|
| **Subject** | **6.1. Motion to adopt the consent agenda and take the actions indicated** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Council and Board |
| Type | Action (Consent)<br>Procedural |
| Recommended Action | Motion to adopt the consent agenda and take the actions indicated |

6.1. Motion to adopt the consent agenda and take the actions indicated
Motion made by Councilor Litwin, seconded by Councilor Schachter, to adopt the consent agenda as amended and take the actions indicated: consent agenda item 6.3. Security Services for City Hall FY27

Contract Extension - DFA - HR was moved to the deliberative agenda as item 8.4. Motion passed unanimously.

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|---|---|
| **Subject** | **6.2. Accountability List - C/T** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Communication<br>Information |
| Recommended Action | waive the reading, accept the communication and place it on file |

6.2. Accountability List - C/T

| | |
|---|---|
| **Subject** | **6.3. Security Services for City Hall FY27 Contract Extension — DFA - HR** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Human Resources |
| Type | Action (Consent) |
| Recommended Action | to approve and authorize the exercising of the City's second one-year renewal option under its service agreement with Chocolate Thunder for City Hall security services for a total approved FY 2027 amount not to exceed $206,000, and further authorize the Chief Administrative Officer or designee to execute a contract amendment and all documents necessary or convenient to carrying out the same, subject to final review and approval as to form by the City Attorney's Office |

6.3. Security Services for City Hall FY27 Contract Extension — DFA - HR
Now Agenda Item 8.4.
Councilor Litwin withdrew his motion to postpone this item to the July 13th meeting.
Motion made by Councilor Bergman, seconded by Councilor Sanchez-Parkinson, to approve the motion as presented. Motion passed unanimously.

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| **Subject** | **6.4. Construction Contract Award for North Avenue Stormwater Improvements — DPW - Water Resources** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department - Water Resources |

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|---|---|
| Type | Action (Consent) |
| Recommended Action | to authorize the Public Works Director to execute a $492,700 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form by the City Attorney's Office, with authorization for contingency funding of an additional $50,000 for the construction of the North Avenue Stormwater Improvements Project |

6.4. Construction Contract Award for North Avenue Stormwater Improvements — DPW - Water Resources

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|---|---|
| **Subject** | **6.5. Extension of Letter of Agreement between City of Burlington and University of Vermont** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 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 | to approve the one-year extension to the Letter of Agreement between the City of Burlington and University of Vermont dated June 24, 2019 |

6.5. Extension of Letter of Agreement between City of Burlington and University of Vermont

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|---|---|
| **Subject** | **6.6. Traffic Workgroup Reorganization — DPW - Parking Services Division** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department |
| Type | Action (Consent) |
| Recommended Action | City Council: To approve and authorize:<br>1. The reclassification of the Traffic Maintenance Worker position from a Full-time, Non-exempt, AFSCME, Grade 14 position to the Traffic Technician I, a Full-time, Non-exempt, AFSCME, Grade 14 position, and the Traffic Technician II position, a Full-time, Non-exempt, AFSCME, Grade 16 position and the Traffic Technician III position, a Full-time, Non-exempt, AFSCME, Grade 17 position.<br>2. The reclassification of the Working Foreperson position from a Full-time, Non-exempt, AFSCME, Grade 16 position to the Working Foreperson, a Full-time, Non-exempt, AFSCME, Grade 18 position.<br>3. Approve and Authorize the Director of Public Works to execute a Memorandum of Agreement between AFSCME Local #1343 and the City of Burlington Regarding the Upward Tiering for Department of Public Works Traffic Division, which memorializes incumbent employee classifications during the initial tiering implementation. |

6.6. Traffic Workgroup Reorganization — DPW - Parking Services Division

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|---|---|
| **Subject** | **6.7. Communication: Mary Cox, Member, re: Resignation from Police Commission** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Mayor's Office |
| Type | Action (Consent)<br>Communication |
| Recommended Action | waive the reading, accept the communication and place it on file |

6.7. Communication: Mary Cox, Member, re: Resignation from Police Commission

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|---|---|
| **Subject** | **6.8. Authorization to Accept HUD Continuum of Care New Horizons Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year 2025, $849,978 - CEDO** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Community & Economic Development Office (CEDO) |
| Type | Action (Consent) |
| Recommended Action | to approve and authorize the Director of CEDO to take all steps as necessary to enter into the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) New Horizons Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year 2025, in the amount of $849,978 |

6.8. Authorization to Accept HUD Continuum of Care New Horizons Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year 2025, $849,978 - CEDO

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|---|---|
| **Subject** | **6.9. June 15, 2026 Regular City Council Meeting Minutes - C/T** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Information<br>Minutes |
| Recommended Action | approve the minutes |

6.9. June 15, 2026 Regular City Council Meeting Minutes - C/T

| | |
|---|---|
| **Subject** | **6.10. June 15, 2026 Local Control Commission Meeting Minutes - C/T** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Information<br>Minutes |
| Recommended Action | approve the minutes |

6.10. June 15, 2026 Local Control Commission Meeting Minutes - C/T

| | |
|---|---|
| **Subject** | **6.11. Request to execute a lease with The Jones Payne Group, Inc. - Airport** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Patrick Leahy Burlington International Airport |
| Type | Action (Consent) |
| Recommended Action | to authorize the Mayor of the City of Burlington to execute a lease of the City building located at 481 White Street for a two-year term with a one year extension at the City's option, with The Jones Payne Group, Inc., for an annual cost of $9,060 and a 2.5% annual increase on the anniversary of the Effective Date, subject to final review and approval as to form, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby |

6.11. Request to execute a lease with The Jones Payne Group, Inc. - Airport

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| **Subject** | **6.12. Request to execute a lease with Pratt & Whitney Engine Services, Inc. - Airport** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Patrick Leahy Burlington International Airport |
| Type | Action (Consent) |

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|---|---|
| Recommended Action | to authorize the Mayor of the City of Burlington to execute an aeronautical facility lease at the Patrick Leahy Burlington International Airport with the Pratt & Whitney Engine Services, Inc, for a 10 year initial term, with two 5 year renewal terms at the City's option, for an annual rental payment of $281,436.40, subject to final review and approval as to form 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's Office as may be necessary or convenient to effectuate the transactions contemplated hereby |

6.12. Request to execute a lease with Pratt & Whitney Engine Services, Inc. - Airport

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|---|---|
| **Subject** | **6.13. Request to execute a lease amendment with Hangar Condominium Association Inc. — Airport** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Patrick Leahy Burlington International Airport |
| Type | Action (Consent) |
| Recommended Action | to authorize the Mayor of the City of Burlington to execute a lease amendment with the Hangar Condominium Association, extending the current lease for certain premises at the Patrick Leahy Burlington International Airport through August 31, 2028 with an optional ten-year renewal term at the City's discretion, for an annual rent payment in the amount of $24,865 such payment to increase according to the Customer Price Index annually, subject to final review and approval as to form 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's Office as may be necessary or convenient to effectuate the transactions contemplated hereby |

6.13. Request to execute a lease amendment with Hangar Condominium Association Inc. — Airport

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|---|---|
| **Subject** | **6.14. Request to execute contracts with Strong Tower Inc. (ST) for the construction improvements to 39 housing units for Bid 1 and Jones Payne Group Inc. (JPG) for the construction oversight services for approximately 58 housing units including Bid 1 and pending Bid 2 of the Airport's Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC) - Airport** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Patrick Leahy Burlington International Airport |
| Type | Action (Consent) |
| Recommended Action | 1. To authorize the Director of Aviation to execute a contract agreement with Strong Tower Construction, Inc. for up to $4,506,801.00 with a 10% contingency, for a total approved amount up to $4,957,481.00 for the construction improvements for 39 housing units by the OLDCC funded Residential Sound Insulation Program, and any other related documents necessary or convenient to carry out the project subject to review and approval as to form City Attorney's |

Office.
2. To authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,151,233.00 with a 10% contingency, for a total approved amount up to $1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, and any other related documents necessary or convenient to carry out the project subject to review and approval as to form by City Attorney's Office.

6.14. Request to execute contracts with Strong Tower Inc. (ST) for the construction improvements to 39 housing units for Bid 1 and Jones Payne Group Inc. (JPG) for the construction oversight services for approximately 58 housing units including Bid 1 and pending Bid 2 of the Airport's Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC) - Airport

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| **Subject** | **6.15. Fletcher Free Library Transformational Remodeling Project Dore + Whittier Contract - Second Contract Amendment for Design Development (DD) and Construction Documents (CD) - Library** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Fletcher Free Library |
| Type | Action (Consent) |
| Recommended Action | to approve and authorize the execution of a contract amendment with Dore + Whittier Architects for professional services related to Design Development and Construction Documents for the Fletcher Free Library Transformation Project, in an amount not to exceed $2,792,961 and amend the maximum limiting amount of the overall contract from $213,000 to $3,005,961.00, funded by the Friends of the Fletcher Free Library, and to authorize the Director of the Fletcher Free Library to execute the contract and any related documents upon final review and approval by the City Attorney's Office |

6.15. Fletcher Free Library Transformational Remodeling Project Dore + Whittier Contract - Second Contract Amendment for Design Development (DD) and Construction Documents (CD) - Library

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| **Subject** | **6.16. Authorization to Execute Wholesale Water Sales Agreement with Colchester Fire District 2 - DPW - Water Resources** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department - Water Resources |
| Type | Action (Consent) |
| Recommended Action | to approve and authorize the Director of Public Works to execute the "Water Sales Agreement" between the City of Burlington and Fire District No. 2, subject to the final review and approval of the City Attorney |

6.16. Authorization to Execute Wholesale Water Sales Agreement with Colchester Fire District 2 - DPW - Water Resources

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| **Subject** | **6.17. 2025 Progress Report on Implementation of the All-Hazards Mitigation Plan - Fire** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Fire Department |
| Type | Report<br>Action (Consent) |
| Recommended Action | to approve and accept the Calendar Year 2025 Progress on Implementation of the All-Hazards Mitigation Plan Report and place it on file |

6.17. 2025 Progress Report on Implementation of the All-Hazards Mitigation Plan - Fire

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|---|---|
| **Subject** | **6.18. FIO Documents** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Department of Finance and Administration |
| Type | Action (Consent)<br>Communication<br>Information |
| Recommended Action | for information only |

6.18. FIO Documents

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|---|---|
| **Subject** | **6.19. Resolution: Authorization For $2,033,000 Construction Loan From Vermont Drinking Water State Revolving Fund For Upgrade Of Cherry Street Distribution System (Board of Finance)** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department - Water Resources |
| Type | Action (Consent)<br>Resolution |
| Recommended Action | to waive the reading and adopt the resolution |

6.19. Resolution: Authorization For $2,033,000 Construction Loan From Vermont Drinking Water State Revolving Fund For Upgrade Of Cherry Street Distribution System (Board of Finance)

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| **Subject** | **6.20. Resolution: Authorization For Up To $2,604,600 Step III Loan From Vermont Clean Water State Revolving Fund For Upgrade Of Cherry Street Collection System (Board of Finance)** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Consent Agenda |
| Department | Public Works Department - Water Resources |
| Type | Action (Consent)<br>Resolution |
| Recommended Action | waive the reading and adopt the resolution |

6.20. Resolution: Authorization For Up To $2,604,600 Step III Loan From Vermont Clean Water State Revolving Fund For Upgrade Of Cherry Street Collection System (Board of Finance)

## 7. 2026 Board and Commission Appointments

**7. 2026 Board and Commission Appointments**

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|---|---|
| **Subject** | **7.1. 2026 CITY COUNCIL appointment worksheet** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | approve the slate of 2026 City Council board and commission appointments as listed |

7.1. 2026 CITY COUNCIL appointment worksheet
City Council President Traverse read the slate of appointments into the record.
Motion made by Councilor Schachter, seconded by Councilor Grant, to approve the slate of appointments as presented. Motion passed unanimously.

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| **Subject** | **7.2. Chittenden Solid Waste District Board — Full: Term Expires 05/31/28** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |

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|---|---|
| Recommended Action | re-appoint Joseph "Lee" Perry to the Chittenden Solid Waste District Board as a Full member |

7.2. Chittenden Solid Waste District Board — Full: Term Expires 05/31/28

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| **Subject** | **7.3. Church Street Marketplace Commission: Term Expires 06/30/28** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | re-appoint Rebecca "Becky" Holt to the Church Street Marketplace Commission |

7.3. Church Street Marketplace Commission: Term Expires 06/30/28

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| **Subject** | **7.4. Church Street Marketplace Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | re-appoint Erik Monsen to the Church Street Marketplace Commission |

7.4. Church Street Marketplace Commission: Term Expires 06/30/29

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| **Subject** | **7.5. Church Street Marketplace Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | appoint Marykate Moore to the Church Street Marketplace Commission |

7.5. Church Street Marketplace Commission: Term Expires 06/30/29

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| **Subject** | **7.6. Fence Viewer: Term Expires 06/30/27** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |

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| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | re-appoint Charlie Giannoni as a Fence Viewer |

7.6. Fence Viewer: Term Expires 06/30/27

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|---|---|
| **Subject** | **7.7. Fence Viewer: Term Expires 06/30/27** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | re-appoint Shay Totten as a Fence Viewer |

7.7. Fence Viewer: Term Expires 06/30/27

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| **Subject** | **7.8. Fence Viewer: Term Expires 06/30/27** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |
| Recommended Action | re-apppoint Vikas Mangipudi as a Fence Viewer |

7.8. Fence Viewer: Term Expires 06/30/27

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|---|---|
| **Subject** | **7.9. Green Mountain Transit Board - Full: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 7. 2026 Board and Commission Appointments |
| Department | Council and Board |
| Type | Action |

Recommended Action re-appoint Andrea Suozzo as a Full member of the Green Mountain Transit Board

7.9. Green Mountain Transit Board - Full: Term Expires 06/30/29

**Subject** **7.10. Green Mountain Transit Board - Alternate: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 2026 Board and Commission Appointments

Department Council and Board

Type Action

Recommended Action appoint Larry Lewack as an Alternate member of the Green Mountain Transit Board

7.10. Green Mountain Transit Board - Alternate: Term Expires 06/30/29

**Subject** **7.11. Housing Board of Review: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 2026 Board and Commission Appointments

Department Council and Board

Type Action

Recommended Action appoint Dylan Shelby to the Housing Board of Review

7.11. Housing Board of Review: Term Expires 06/30/29

## 8. Deliberative Agenda

**8. Deliberative Agenda**

**Subject** **8.1. 210 College Street - Outdoor Seating Encumbrance Permit Application — Wilder Wines**

Meeting June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action to approve the Encumbrance Application for Wilder Wines LLC at 210 College Street requesting use of the sidewalk for an outdoor seating area and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the

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| | right-of-way outlined in the Application, subject to review by the City Attorney's Office |

8.1. 210 College Street - Outdoor Seating Encumbrance Permit Application — Wilder Wines
Motion made by Councilor Broderick, seconded by Councilor Grant, to approve the motion as presented. Motion passed unanimously.

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| **Subject** | **8.2. Ordinance: Gross Receipts BCO Sec. 21-31 (Board of Finance)(15 mins.)** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 8. Deliberative Agenda |
| Department | Department of Finance and Administration |
| Type | Action |
| Recommended Action | waive the reading, suspend the rules and place the ordinance in all stages of passage |

8.2. Ordinance: Gross Receipts BCO Sec. 21-31 (Board of Finance)(15 mins.)
Motion made by Councilor Bergman, seconded by Councilor McKnight, to approve the motion as presented.
Roll call vote taken:
Ayes: Councilors Bergman, Broderick, Carpenter, Grant, Litwin, Neubieser, Sanchez-Parkinson, Schachter, Singh and City Council President Traverse
Nay: Councilor McKnight
Absent: Councilor Barlow
Motion passed: 10:1:1

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| **Subject** | **8.3. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And IBEW (July 1, 2026 - June 30, 2029)(Board of Finance)(15 mins.)** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 8. Deliberative Agenda |
| Department | Human Resources |
| Type | Resolution |
| Recommended Action | waive the reading and adopt the resolution |

8.3. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And IBEW (July 1, 2026 - June 30, 2029)(Board of Finance)(15 mins.)
HR Director Reagan spoke to this agenda item.
Motion made by Councilor Bergman, seconded by Councilor Broderick, to waive the reading and adopt the resolution. Motion passed unanimously.

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

**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 | June 29, 2026 - City Council Meeting - Monday, June 29, 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 |

9.1. Verbal reports

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

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

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|---|---|
| **Subject** | **10.1. Verbal reports** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 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 |

10.1. Verbal reports

## 11. Adjournment

**11. Adjournment**

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|---|---|
| **Subject** | **11.1. Motion to adjourn** |
| Meeting | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 11. Adjournment |
| Department | Council and Board |
| Type | Action<br>Procedural |
| Recommended Action | Motion to adjourn |

11.1. Motion to adjourn
City Council President Traverse adjourned the meeting at 10:10 pm.

## 12. Informational and Non-Discrimination Statements

**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 | June 29, 2026 - City Council Meeting - Monday, June 29, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 12. Informational and Non-Discrimination Statements |
| Department | Council and Board |
| Type | Information |

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.

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING**
**CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR**
**MINUTES OF MEETING**
**June 29, 2026**

## 1. Agenda

**1. Agenda**
Mayor Mulvaney-Stanak convened the meeting at 7:35 pm.
Members present: Mayor Mulvaney-Stanak, City Council President Traverse, Councilors Bergman, Broderick, Litwin, McKnight, Sanchez-Parkinson, Schachter and Singh (all in person): Councilors Barlow, Carpenter, Grant and Neubieser (all online)
Others present: City Attorney Brown, COS Gerlach, Deputy COS Zakaras and Lori Olberg

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

## 2. Public Comment

**2. Public Comment**
Mayor Mulvaney-Stanak opened Public Comment at 7:36 pm.
Mayor Mulvaney-Stanak closed Public Comment at 7:40 pm.

| | |
|---|---|
| **Subject** | **2.1. Public Comment** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 2. Public Comment |
| Department | Mayor's Office |
| Type | Action<br>Procedural |
| Recommended Action | open Public Comment<br>close Public Comment |

2.1. Public Comment
Grace Grundhauser: in support of David Cawley for Voter Reg
Nate Lantieri: in support ot Carolyn Felix for Parks and Rec
Miles McCallum: spoke in person, Cemetery Commission Nominee

## 3. Consent Agenda

**3. Consent Agenda**

| | |
|---|---|
| **Subject** | **3.1. Motion to adopt the consent agenda and take the actions indicated** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 3. Consent Agenda |
| Department | Mayor's Office |
| Type | Action (Consent)<br>Procedural |
| Recommended Action | Motion to adopt the consent agenda and take the actions indicated |

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

| | |
|---|---|
| **Subject** | **3.2. Listing of Fire Wardens to be Appointed at the June 2026 Meeting of the City Council With Mayor Presiding for July 1, 2026 and Expire June 30, 2027 - Fire** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 3. Consent Agenda |
| Department | Fire Department |
| Type | Action (Consent) |
| Recommended Action | approve the Fire Wardens as listed for July 1, 2026 and expiring June 30, 2027 |

3.2. Listing of Fire Wardens to be Appointed at the June 2026 Meeting of the City Council With Mayor Presiding for July 1, 2026 and Expire June 30, 2027 - Fire

## 4. 2026 Boards and Commissions Appointments

**4. 2026 Boards and Commissions Appointments**

| | |
|---|---|
| **Subject** | **4.1. 2026 CITY COUNCIL WITH MAYOR PRESIDING appointment worksheet** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | approve the slate of 2026 City Council With Mayor Presiding board and commission appointments as listed |

4.1. 2026 CITY COUNCIL WITH MAYOR PRESIDING appointment worksheet
Motion made by Councilor Schachter, seconded by Councilor Grant, to approve the slate of appointments as presented. Motion passed unanimously.

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|---|---|
| **Subject** | **4.2. Airport Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint William "Chip" Mason to the Airport Commission |

4.2. Airport Commission: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.3. Board of Assessors: Term Expires 03/31/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Jonathan Chapple-Sokol to the Board of Assessors |

4.3. Board of Assessors: Term Expires 03/31/29

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|---|---|
| **Subject** | **4.4. Cemetery Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Mary Wesley to the Cemetery Commission |

4.4. Cemetery Commission: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.5. Cemetery Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |

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|---|---|
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | appoint Miles McCallum to the Cemetery Commission |

4.5. Cemetery Commission: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.6. Conservation Board: Term Expires 06/30/30** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | appoint Lee Toomey to the Conservation Board |

4.6. Conservation Board: Term Expires 06/30/30

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|---|---|
| **Subject** | **4.7. Design Advisory Board: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Richard "Ricky" Martin to the Design Advisory Board |

4.7. Design Advisory Board: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.8. Design Advisory Board: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Jay Albert White to the Design Advisory Board |

4.8. Design Advisory Board: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.9. Development Review Board: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | appoint Chase Taylor to the Development Review Board |

4.9. Development Review Board: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.10. Development Review Board: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Sean McKenzie to the Development Review Board |

4.10. Development Review Board: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.11. Development Review Board - Alternate: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Marina Campbell to the Development Review Board - Alternate |

4.11. Development Review Board - Alternate: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.12. Electric Light Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |

Department Mayor's Office

Type Action

Recommended Action re-appoint Lara Bonn to the Electric Light Commission

4.12. Electric Light Commission: Term Expires 06/30/29

**Subject** **4.13. Electric Light Commission: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action

4.13. Electric Light Commission: Term Expires 06/30/29
City Council President Traverse nominated Paul Dawson.
Councilor Bergman nominated Pike Porter (online — 2 minutes).
Roll call vote taken:
Ayes: Councilors Barlow, Carpenter, Grant, Litwin, Sanchez-Parkinson, Schachter, Singh, City Council President Traverse and Mayor Mulvaney-Stanak
Abstentions: Councilors Bergman, Broderick, McKnight and Neubieser
Motion passed: 9:4 for Paul Dawson.

**Subject** **4.14. Fire Commission: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action re-appoint Ashley Bond to the Fire Commission

4.14. Fire Commission: Term Expires 06/30/29

**Subject** **4.15. Fire Commission: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action re-appoint Monica Chapman to the Fire Commission

4.15. Fire Commission: Term Expires 06/30/29

**Subject** **4.16. Board of Health: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action re-appoint Celia Bird to the Board of Health

4.16. Board of Health: Term Expires 06/30/29

**Subject** **4.17. Board of Health: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action re-appoint Jennifer Tomczak to the Board of Health

4.17. Board of Health: Term Expires 06/30/29

**Subject** **4.18. Parks and Recreation Commission: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action re-appoint Katie Flanagan Mobley to the Parks and Recreation Commission

4.18. Parks and Recreation Commission: Term Expires 06/30/29

**Subject** **4.19. Parks and Recreation Commission: Term Expires 06/30/29**

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|---|---|
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |

Recommended Action

4.19. Parks and Recreation Commission: Term Expires 06/30/29
Councilor Neubieser nominated Frank Mamo.
Councilor Carpenter nominated Carolyn Felix.
Roll call vote taken:
Ayes: Councilors Bergman, Broderick, Grant, Litwin, McKnight, Neubieser, Sanchez-Parkinson and Mayor Mulvaney-Stanak
Absentions: Councilors Barlow, Carpenter, Schachter, Singh and City Council President Traverse
Motion passed: 8:5 for Frank Mamo.

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|---|---|
| **Subject** | **4.20. Planning Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Erin Malone to the Planning Commission |

4.20. Planning Commission: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.21. Planning Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |

Recommended Action

4.21. Planning Commission: Term Expires 06/30/29
City Council President Traverse nominated Andy Montroll.
Councilor Sanchez-Parkinson nominated Henry Severance.
Roll call vote taken:
Ayes: Councilors Barlow, Carpenter, Litwin, McKnight, Schachter, Singh and City Council President Traverse
Absentions: Councilors Bergman, Broderick, Grant, Neubieser, Sanchez-Parkinson and Mayor Mulvaney-

Stanak
Motion passed: 7:6 for Andy Montroll.

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|---|---|
| **Subject** | **4.22. Police Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Michaela Finneran to the Police Commission |

4.22. Police Commission: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.23. Police Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | |

4.23. Police Commission: Term Expires 06/30/29
Councilor Sanchez-Parkinson nominated Erin Jacobsen.
Councilor Litwin nominated Romeo von Hermann (spoke in person — 2 minutes)
Roll call vote taken:
Ayes: Councilors Bergman, Broderick, Grant, Neubieser, Sanchez-Parkinson and Mayor Mulvaney-Stanak
Nays: Councilors Litwin and McKnight
Abstentions: Councilors Barlow, Carpenter, Schachter, Singh and City Council President Traverse
Motion failed: 6:2:5 for Erin Jacobsen.

Roll call vote taken:
Ayes: Councilors Barlow, Carpenter, Litwin, McKnight, Schachter, Singh and City Council President Traverse
Nays: Councilors Grant, Neubieser, Sanchez-Parkinson and Mayor Mulvaney-Stanak
Abstentions: Councilors Bergman and Broderick
Motion passed: 7:4:2 for Romeo von Hermann.

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|---|---|
| **Subject** | **4.24. Public Works Commission: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |

Type Action

Recommended Action re-appoint Julie Hays to the Public Works Commission

4.24. Public Works Commission: Term Expires 06/30/29

**Subject** **4.25. Public Works Commission: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action appoint Marcie Gallagher to the Public Works Commission

4.25. Public Works Commission: Term Expires 06/30/29

**Subject** **4.26. Retirement Board: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action re-appoint David W. Mount to the Retirement Board

4.26. Retirement Board: Term Expires 06/30/29

**Subject** **4.27. Retirement Board: Term Expires 06/30/29**

Meeting June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. 2026 Boards and Commissions Appointments

Department Mayor's Office

Type Action

Recommended Action

4.27. Retirement Board: Term Expires 06/30/29
Councilor Singh nominated Alan Matson.
Councilor Sanchez-Parkinson nominated Deirdre Keenan.
Roll call vote taken:
Ayes: Councilors Barlow, Carpenter, Litwin, McKnight, Schachter, Singh and City Council President Traverse

Abstentions: Councilors Bergman, Broderick, Grant, Neubieser, Sanchez-Parkinson and Mayor Mulvaney-Stanak
Motion passed 7:6 for Alan Matson.

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|---|---|
| **Subject** | **4.28. Board of Tax Appeals: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint David L. Maher to the Board of Tax Appeals |

4.28. Board of Tax Appeals: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.29. Board of Tax Appeals: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Dorothy "Dot" Commo to the Board of Tax Appeals |

4.29. Board of Tax Appeals: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.30. Board of Tax Appeals: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Margaret T. McGovern "Meg" to the Board of Tax Appeals |

4.30. Board of Tax Appeals: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.31. Board of Tax Appeals: Term Expires 06/30/29** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |

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|---|---|
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | appoint Sean Hurley to the Board of Tax Appeals |

4.31. Board of Tax Appeals: Term Expires 06/30/29

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|---|---|
| **Subject** | **4.32. Board for Registration of Voters: Term Expires 06/30/31** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | re-appoint Michelle Lefkowitz to the Board for Registration of Voters |

4.32. Board for Registration of Voters: Term Expires 06/30/31

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|---|---|
| **Subject** | **4.33. Board for Registration of Voters: Term Expires 06/30/31** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 4. 2026 Boards and Commissions Appointments |
| Department | Mayor's Office |
| Type | Action |
| Recommended Action | |

4.33. Board for Registration of Voters: Term Expires 06/30/31
City Council President Traverse nominated Miriam Stoll.
Councilor Barlow nominated Jeff Comstock.
Roll call vote taken:
Ayes: Councilors Bergman, Broderick, Carpenter, Grant, Litwin, McKnight, Neubieser, Sanchez-Parkinson, Schachter, Singh, City Council President Traverse and Mayor Mulvaney-Stanak
Abstention: Councilor Barlow
Motion passed 12:1 for Miriam Stoll.

## 5. Deliberative Agenda

**5. Deliberative Agenda**

| | |
|---|---|
| **Subject** | **5.1. Colchester Avenue, Riverside Avenue, Barrett Street, and Mill Street Intersection Project STP 5000(29) — Decisions on Condemnation Proceedings — DPW** |

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|---|---|
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 5. Deliberative Agenda |
| Department | Public Works Department |
| Type | Action |
| Recommended Action | 1. To approve and authorize the Mayor of Burlington to execute the following Decisions on behalf of the City Council with Mayor Presiding for the Condemnation of land for the Colchester Avenue Riverside Avenue, Barrett Street, and Mill Street Intersection Project STP 5000(29) and the corresponding easements and other documents necessary to effectuate the Decisions and easements after review and approval of the City Attorney's Office:<br>a. Decision and Order of the City Council with Mayor Presiding, City of Burlington, Vermont. For the Alteration of a Public Intersection known as the Colchester Avenue Riverside Avenue, Barrett Street, and Mill Street Intersection Project STP 5000(29), and for Condemnation of a Portion Thereof, and<br>b. Decision and Order of the City Council with Mayor Presiding, City of Burlington, Vermont. Determination of Compensation for the Taking of Land for the Alteration of a Public Intersection known as the Colchester Avenue Riverside Avenue, Barrett Street, and Mill Street Intersection Project STP 5000(29) |

5.1. Colchester Avenue, Riverside Avenue, Barrett Street, and Mill Street Intersection Project STP 5000(29) — Decisions on Condemnation Proceedings — DPW

Laura Wheelock spoke to this agenda item.
Motion made by Councilor Bergman, seconded by Councilor Singh, to approve the motion as presented. Motion passed unanimously.

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|---|---|
| **Subject** | **5.2. Reconnecting Bank & Cherry (Cherry Street) — CDS CD23(1) Compensation Hearing Continuation — DPW** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 5. Deliberative Agenda |
| Department | Public Works Department |
| Type | Action<br>Public Hearing |
| Recommended Action | We respectfully request the City Council with Mayor Presiding take one of the following actions:<br>Either: A. Approve a motion to close the compensation hearing and direct City Staff to prepare and an Order Determining Damages for all properties considered at this Hearing. OR, alternatively, if the City Council decides more time is required:<br>B. Approve a motion to continue the compensation hearing to a Special Meeting on July 6, 2026 or July 7, 2026. |

5.2. Reconnecting Bank & Cherry (Cherry Street) — CDS CD23(1) Compensation Hearing Continuation — DPW

Jeff Blanchard and Israel Maynard (both online); Kristen Shamis, Laura Wheelock, Corey Mims and Maddy Suender (all in person) regarding this agenda item.
Mayor Mulvaney-Stanak opened the Public Hearing at 9:31 pm.
Motion made by Councilor Bergman, seconded by Councilor Schachter, to approve Motion A.

Roll call vote taken:
Ayes: Councilors Bergman, Broderick, Carpenter, Schachter, Singh, City Council President Traverse and Mayor Mulvaney-Stanak
Abstentions: Councilors Grant, McKnight, Neubieser and Sanchez-Parkinson
Absent: Councilors Barlow and Litwin
Motion passed: 7:4:2.

## 6. Adjournment

**6. Adjournment**

| | |
|---|---|
| **Subject** | **6.1. Motion to adjourn** |
| Meeting | June 29, 2026 - City Council With Mayor Presiding Meeting - Monday, June 29, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 6. Adjournment |
| Department | Council and Board |
| Type | Action<br>Procedural |
| Recommended Action | Motion to adjourn |

6.1. Motion to adjourn
Mayor Mulvaney-Stanak adjourned the meeting at 9:35 pm.

**BURLINGTON LOCAL CONTROL COMMISSION**
**CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR**
**MINUTES OF MEETING**
**June 29, 2026**

## 1. Agenda

**1. Agenda**

City Council President Traverse convened the meeting at 7:30 pm.
Members present: Mayor Mulvaney-Stanak, City Council President Traverse, Commissioners Bergman, Broderick, Litwin, McKnight, Sanchez-Parkinson, Schachter and Singh (all in person); Commissioners Barlow, Carpenter, Grant and Neubieser (all online)
Others present: City Attorney Brown, COS Gerlach, Deputy Zakaras and Lori Olberg

| | |
|---|---|
| **Subject** | **1.1. Motion to adopt agenda** |
| Meeting | June 29, 2026 - Local Control Commission Meeting - Monday, June 29, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 1. Agenda |
| Department | Council and Board |
| Type | Action<br>Procedural |
| Recommended Action | Motion to adopt agenda |

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

## 2. Consent Agenda

**2. Consent Agenda**

| | |
|---|---|
| **Subject** | **2.1. Motion to adopt the consent agenda and take the actions indicated** |
| Meeting | June 29, 2026 - Local Control Commission Meeting - Monday, June 29, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category | 2. Consent Agenda |
| Department | Council and Board |
| Type | Action (Consent)<br>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 Grant, to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

**Subject** **2.2. Outside Consumption Permit Expansions: Halvorson's, July 9th, August 6th and October 3rd**

Meeting June 29, 2026 - Local Control Commission Meeting - Monday, June 29, 2026, 6:55 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 outside consumption permit expansions for Halvorson's, July 9th, August 6th and October 3rd

2.2. Outside Consumption Permit Expansions: Halvorson's, July 9th, August 6th and October 3rd

**Subject** **2.3. Outside Consumption Permit Expansion: Gaku Ramen, July 30, 2026**

Meeting June 29, 2026 - Local Control Commission Meeting - Monday, June 29, 2026, 6:55 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 outside consumption permit expansion for Gaku Ramen, July 30, 2026

2.3. Outside Consumption Permit Expansion: Gaku Ramen, July 30, 2026

## 3. Adjournment

**3. Adjournment**

**Subject** **3.1. Motion to adjourn**

Meeting June 29, 2026 - Local Control Commission Meeting - Monday, June 29, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

3.1. Motion to adjourn
City Council President Traverse adjourned the meeting at 7:31 pm.

Fee $25.00

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

# CITY OF BURLINGTON
# SPECIAL EVENT
## ENTERTAINMENT PERMIT APPLICATION

☐ Indoor ☒ Outdoor

### PART I
### ORGANIZATION

**All information in this section is required**

1. Corporation/Sole Proprietor name__The Ramble Inc._____

2. D/B/A (Business Name)_____ 3. Bus. Phone _____

4. Business Address_____

5. Mailing Address _20 Allen Street Box 6 Burlington Vt 05401_____

6. Contact person _Thea Dicey_____ 7. Contact Phone _603 - 209 - 7629_____

8. Email contact address _the.o.n.e.ramble@gmail.com_____

### PART II
### OPERATION

1. Do you currently have a Liquor License? Yes or No

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

3. Proposed Date(s) for this Special Event _Saturday, 7/25/2026_____.

4. Proposed Hours for this Special Event _4PM - 10:30PM, amplified music starting at 5PM and ending at 10PM_

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

_____outdoors in the ONECC parking lot (closed to cars) at 20 Allen Street, Burlington VT

***For this Proposed location please answer the following questions***:

a) Occupancy Load_____ b) # of Restrooms 2_portalets___ c) # of Egresses_____

d) Date of last Fire/Safety Check _____ e) Dancing by Patrons? Yes or No

f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

pdlwgt 0000122016
Qo 6/30/26 $25.00

Fee $25.00

*(Continued on back)*

## PART III
## DESCRIPTION OF ENTERTAINMENT

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

Description

The Ramble Round Up is the (un)official close out to the day long celebration of the Old North End! We kick off this legacy event with a Community Photo at 5PM and then have 5 acts scheduled to perform amplified music. There will be 2-3 licensed VT food vendors and a Fiddlehead sponsored Beer Garden, which is fenced off and only available to 21+ patrons with valid IDs and is operated by a DLL certified bartender. Only foot traffic is allowed in the parking lot during the event. We will have 2 water stations, ample receptacles for trash, recycling and compost. We also have 2 portalets donated to the event by CHT. Some seating provided but primarily standing 'room', as it takes place in the ONE Community Center parking lot. Music will begin at 5PM and end by, or right before, 10PM. We canvas the neighborhood the Thursday + Friday before the event with Noise Concern Flyers (translated into 6 different languages) with our event coordinator's phone numbers should noise levels become a disturbance for neighbors at any point during this event.

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

DATE SIGNED: _6/17/2026_____

SIGNATURE OF APPLICANT__ _____

PRINT NAME: ____Thea Dicey_____

RELATIONSHIP TO BUSINESS __event coordinator_____

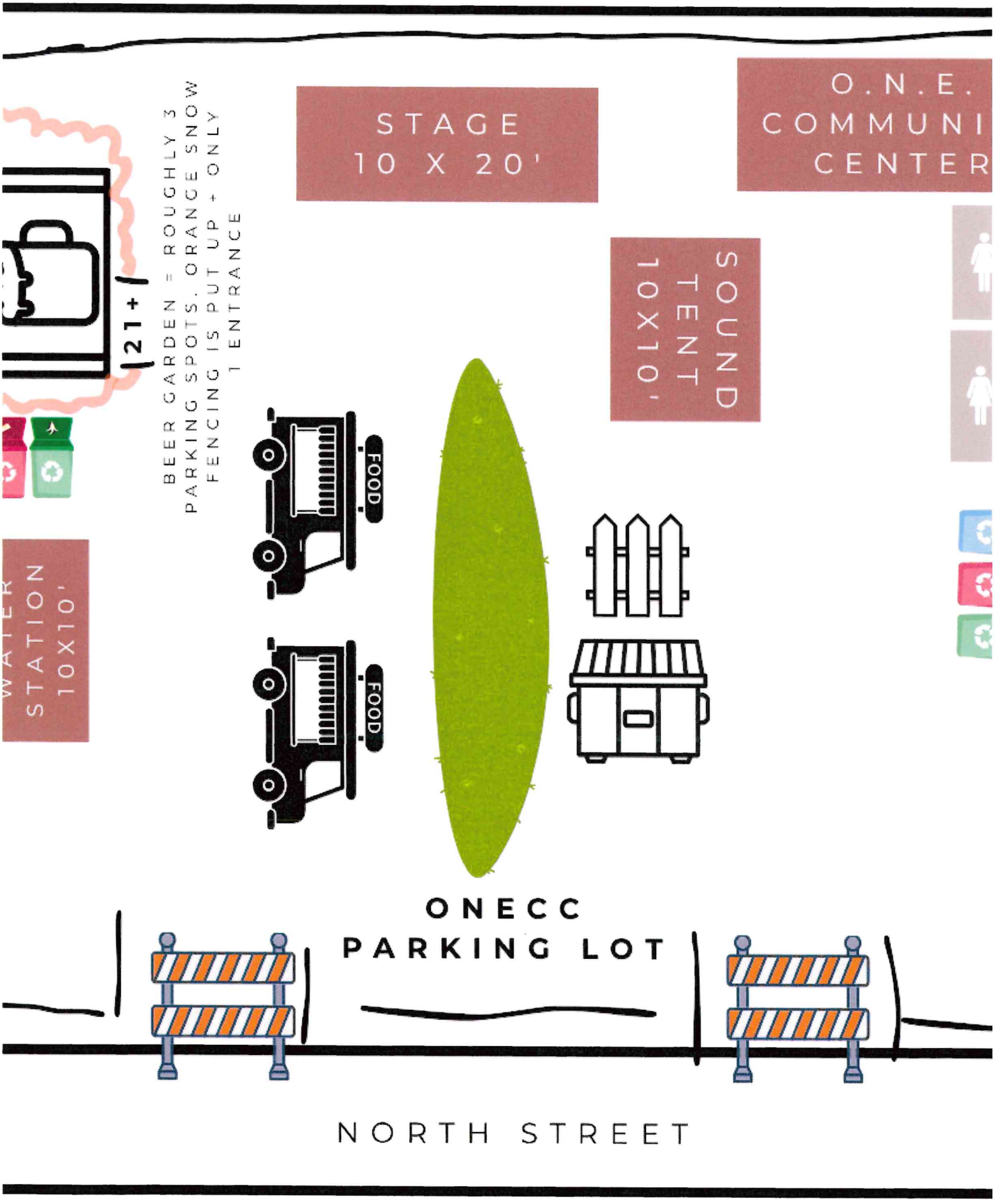
OFFICE USE ONLY

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

At their meeting of _____, the Burlington City Council License Committee recommended Approval _____ Denial_____

Fee $25.00

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


ALLEN STREET
STAGE
10 X 20'
O.N.E.
COMMUNI
CENTER
SOUND
TENT
10X10'
BEER GARDEN = ROUGHLY 3
PARKING SPOTS. ORANGE SNOW
FENCING IS PUT UP + ONLY
1 ENTRANCE
21+
WATER
STATION
10X10'
FOOD
FOOD
ONECC
PARKING LOT
NORTH STREET

CITY OF BURLINGTON, VERMONT

# SPECIAL EVENT PERMIT

One North Avenue
Burlington, VT 05401
Phone (802) 658-2700

Permit No: EVNT-26-54
Date Issued: June 23, 2026

*Working Together for Burlington - Preserving, Improving Our Community*

Event Start Date: July 25, 2026 Time: 4:00 PM

Event End Date: July 25, 2026 Time: 10:30 PM

Location: 20 Allen Street in the ONE Community Center parking lot, which will be closed to any vehicles.

Event: Ramble Round Up (Concert)

Coordinator:

Additional Information/Conditions:

**CITY OF BURLINGTON, VERMONT**

Fee $25.00

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

# CITY OF BURLINGTON
# SPECIAL EVENT
## ENTERTAINMENT PERMIT APPLICATION

☐ **Indoor** ☒ **Outdoor**

**PART I**
**ORGANIZATION**

**All information in this section is required**

1. Corporation/Sole Proprietor name:_Zach Williamson_____
2. D/B/A (Business Name)__BCA_____ 3. Bus. Phone __802-846-2523__
4. Business Address___135 Church St, Burlington, VT 05401_____
5. Mailing Address ____135 Church St, Burlington, VT 05401_____
6. Contact person ___Zach Williamson_____ 7. Contact Phone _802-846-2523_____
8. Email contact address __zwilliamson@burlingtoncityarts.org_____

**PART II**
**OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event __July 31 and August 1, 2026_____.
4. Proposed Hours for this Special Event __12pm-10pm July 31, 11am to 10pm August 1_____.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

   __All 4 blocks of the Church Street Marketplace and City Hall Park_

   _____

   ***For this Proposed location please answer the following questions***:

   a) Occupancy Load__n/a__ b) # of Restrooms __4__ c) # of Egresses_n/a___

   d) Date of last Fire/Safety Check ___n/a___ e) Dancing by Patrons? Yes or No

   f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

Fee $25.00

*(Continued on back)*

## PART III
## DESCRIPTION OF ENTERTAINMENT

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

Description: The Festival of Fools is back for its 18th year. This event is one of the best weekends in Burlington as thousands of spectators flock to the 20 hours of free, accessible and highly entertaining programming. Four performance sites are set up on Church Street and BCA staff and interns manage the event, along with volunteers and the Church Street Marketplace staff. 16 different performers from all over the world will participate in shows. To create our biggest performance site and to alleviate crowding on Church Street, we close the Church and Bank St intersection and present performances in this location. No through traffic is allowed from 1pm to 10pm on July 31 and 12pm to 10pm on August 1.

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

DATE SIGNED: _July 7, 2026__

SIGNATURE OF APPLICANT_*Zach Williamson*_

PRINT NAME: __Zach Williamson____

RELATIONSHIP TO BUSINESS ___Festival & Event Director__

OFFICE USE ONLY

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

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial_____

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

VERMONT

**Department of Health**
Environmental Health
Town Health Officer Program
280 State Drive
Waterbury, VT 05671-8350
**HealthVermont.gov**

[phone] 802-863-7220
[fax] 802-863-7483
[toll free] 800-439-8550

*Agency of Human Services*

July 1, 2026

Dear Cara Simoneau

Congratulations on your commission as Deputy Health Officer for Burlington. As Vermont's Commissioner of Health, I am appointing you to a three-year term starting on 7/1/2026.

**THO Role and Authority**

Vermont law gives Town Health Officers (THOs) authority and sometimes a mandate to investigate any potential or existing public health hazards in their town. Every town has a local board of health that consists of the town selectboard and the THO. The THO investigates all complaints of potential public health hazards, has the authority to take emergency mitigation steps, and works with the selectboard to take enforcement action if a public health hazard cannot be voluntarily resolved.

**THO Manual, Trainings and Resources**

As Town Health Officer, it is important for you to become familiar with the Vermont laws and regulations covering public health and those relevant to your role as Town Health Officer. The Health Department recommends that appointed health officers review the Town Health Officer Manual and attend training courses offered by the Health Department to learn their duties and authorities under state law. Many recorded trainings and resources are available on the Health Department's THO webpage. You can also find the Town Health Officer Complaint & Inspection Form, Animal Bite Report Form and many other resources that will be useful to you in your role as Town Health Officer.

Please feel free to call or email the Health Department with questions at 1-800-464-4343 or AHS.VDHTHO@vermont.gov. We are here to assist you in any way we can.

Thank you for accepting this important position. Town health officers are essential in supporting the health of each Vermont community. We appreciate your support in this effort and look forward to working with you.

Sincerely,

Rick Hildebrant MD, MBA
Commissioner of Health
Enclosures

VERMONT
DEPARTMENT OF HEALTH

**Deputy Health Officer**
Burlington

Cara Simoneau

Effective Date 7/1/2026
Expiration Date 6/30/2029

**State of Vermont**
**Agency of Human Services**

**DEPARTMENT OF HEALTH**

*This is to certify that upon recommendation of the Selectboard, I have appointed Cara Simoneau as Deputy Health Officer for the town of Burlington for a three-year term beginning 7/1/2026 and ending 6/30/2029.*

*Dated this 01 day of July, 2026*

***Rick Hildebrant MD, MBA***
*Commissioner of Health*

## Lori Olberg

**From:** Chase Taylor <chase.b.taylor@gmail.com>
**Sent:** Tuesday, July 7, 2026 8:43 AM
**To:** Lori Olberg
**Subject:** Re: Application for Development Review Board Full Member Position for Appointment in June 2026

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

Hi Lori,

I hope you are well. I recently learned that I was appointed to the DRB as a full member. I'd therefore like to tender my resignation from my current position as a DRB Alternate.

I'll come by City Hall today to swear in for the full member seat.

On Mon, Jun 8, 2026 at 12:21 PM Lori Olberg <lolberg@burlingtonvt.gov> wrote:

> Perfect and of course you will still be able to serve as an alternate if you are not appointed as a full member.

---

**From:** Chase Taylor <chase.b.taylor@gmail.com>
**Sent:** Monday, June 8, 2026 12:17 PM
**To:** Lori Olberg <lolberg@burlingtonvt.gov>
**Subject:** Re: Application for Development Review Board Full Member Position for Appointment in June 2026

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

No worries! Yes, I am an alternate currently but would like to be considered just for the Full Term position this cycle. Thanks!

On Mon, Jun 8, 2026 at 11:46 AM Lori Olberg <lolberg@burlingtonvt.gov> wrote:

> You are still an Alternate until 2027. Sorry that I did not look first.

---

**From:** Chase Taylor <chase.b.taylor@gmail.com>
**Sent:** Monday, June 8, 2026 11:38 AM
**To:** Lori Olberg <lolberg@burlingtonvt.gov>
**Subject:** Re: Application for Development Review Board Full Member Position for Appointment in June 2026

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

Hi Lori,

Just for the Full Term, thank you!

On Mon, Jun 8, 2026 at 11:35 AM Lori Olberg <lolberg@burlingtonvt.gov> wrote:

> Do you want to be considered for only the FULL term or the ALTERNATE as well Chase—let me know soonest—thank you—

---

**From:** Chase Taylor <chase.b.taylor@gmail.com>
**Sent:** Monday, April 13, 2026 4:26 PM
**To:** Lori Olberg <lolberg@burlingtonvt.gov>
**Subject:** Application for Development Review Board Full Member Position for Appointment in June 2026

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

Hi Lori,

Please find attached my application for the open Full Development Review Board Position for appointment in June 2026.

I currently serve as an alternate on the DRB.

Please let me know if you have any questions.

Best,

-Chase

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

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

**From:** Ashley Walenty, PE, Water Resources Engineer

Megan Moir, Division Director – Water Resources

**Cc:** Chapin Spencer, Director of Public Works

**Date:** July 13, 2026

**Subject:** Request for Approval to Execute Contract with ADS Environmental Services for the Flow Monitoring Services

## REQUEST

The Department of Public Works Water Resources Division (WRD) seeks approval and authorization to execute an agreement with a Maximum Limiting amount up to $1,100,000 with ADS Environmental Services ("ADS") to provide flow monitoring, manhole level monitoring and online data hosting services over a five (5) year period.

Currently, ADS is providing flow monitoring and online data hosting services for all five (5) Combined Sewer Overflow ("CSO") locations, two (2) locations associated with the existing Ravine Sewer in the Hood Plant parking lot and the new connection at Maple Street, and others throughout the City, as well as the associated rain gauges and cameras. This contract will provide continual monitoring, maintenance and data oversight of these locations. In addition, there is a monthly meter, camera, rain gauge and manhole level monitoring rate option that will allow the City to request additional equipment installations to aid in further calibration of our collection system Hydraulic/Hydrologic ("H/H") modeling program to support the City's Combined Sewer Long Term Control Plan and to support the City's goals for increased housing throughout the City.

## EXECUTIVE SUMMARY

### Background

In 2016, the State of Vermont updated the 1990 Combined Sewer Overflow (CSO) policy and implemented more stringent requirements on CSO communities. This includes higher expectations for the monitoring of CSOs[1] and evaluating and remediating locations where, due to stormwater inputs, the sewer collection system capacity can be exceeded and overflows or flooding can occur, potentially exposing the public to sewage. The City is obligated to meet these and other requirements via a 1272 Order issued to the City by the State. We simply cannot meet these regulations and design the most cost-effective solutions for the prevention of CSOs and collection system capacity issues without robust flow monitoring to support our predictive models.

As a result of the adoption of the 2016 CSO Policy and our 1272 Order, in 2017 the City self-performed a

[1] The City is required to provide timely reports on the occurrence of any overflows as well as the volume of overflow that occurred.

flow monitoring program and quickly learned of the challenges of managing a flow monitoring program in-house without dedicated staffing. Between safe installation and maintenance, data processing and analysis to translate the data into useable information and frequent touches to ensure the data integrity, it is a time intensive program to manage in-house. Given the many other duties which WRD staff are responsible for, it is best performed by industry experts whose singular focus is providing flow monitoring services. We feel that it is a responsible use of staff engineering resources when we have staff focus on advancing important infrastructure projects and not have them focus on running a flow monitoring program.

Procurement and Selection:

In 2022, the City opted to have its Hydrologic and Hydraulic (H/H) collection system consultant, Hoyle Tanner (HT) procure and sub-contract out flow metering. As part of procurement, HT executed a sub-contract agreement with ADS based on their approach being more well thought out and their level of experience with similar projects.

The flow metering included installation of flow meters at our 5 CSO locations (which must be monitored under our 1272 order) as well as additional locations throughout the City in support of fine tuning the model, particularly in focused project locations such as the Ravine Sewer relocation project and the Railyard Enterprise project. ADS performed installation, maintenance, online data monitoring and hosting services. The quality and ease of data retrieval and analysis and the minimal burden on staff during 2022/2023 were notable, allowing engineering staff to focus on their many other duties. In 2023 at the conclusion of the HT sub-contracted flow monitoring that was necessary for the HH model calibration, WRD received approval from Board of Finance and City Council[2] to execute a new three (3) year terms contract with ADS to continue flow monitoring services. At the conclusion of the 3-year term WRD evaluated the ADS' performance and presented to the Transportation, Energy & Utility Committee (TEUC)[3] to evaluate the effectiveness of the data that resulted from the 3-year contract.

In that communication to the TEUC, WRD forecast the intention to advertise a new Request for Price Quotations (RFPQ) to continue and expand on WRD's flow monitoring services. The RFPQ was posted on May 20th and bids were due June 10th. While there was interest from another company (Hach), ADS Environmental Services was the sole bidder.

Table 1: Monitoring Equipment Monthly Pricing from ADS Environmental Services

| Item | Year 1* | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Permanent Flow Metering Program (9 ex. locations) | $55,472.04 | $114,272.64 | $117,700.56 | $121,231.08 | $124,868.52 |
| Temporary Flow Metering (per meter/month) | $1,027.26 | $1,058.08 | $1,089.82 | $1,122.51 | $1,156.19 |
| Camera (per month) | $467.25 | $481.27 | $495.71 | $510.58 | $525.89 |
| Rain Gauge (per month) | $350.44 | $360.95 | $371.78 | $382.94 | $394.42 |
| Manhole Level Monitoring (per unit/month) | $236.00 | $243.08 | $250.37 | $257.88 | $265.62 |
| Wireless Webhosting (per month) | $40.00 | $40.00 | $40.00 | $40.00 | $40.00 |

*Year 1 is approximately half the other years as the contract is only for the remainder of calendar year 2026

[2] https://burlingtonvt.portal.civicclerk.com/event/2034/files/agenda/2089
[3] https://burlingtonvt.portal.civicclerk.com/event/8761/files/agenda/16252

Table 2: Monitoring Equipment One-Time Installation Pricing from ADS Environmental Services

| Item | Year 1 through 5 |
|---|---|
| Flow Monitor | $ 1,250.00 |
| Camera | $ 950.00 |
| Rain Gauge | $ 650.00 |
| Manhole Level Monitor | $ 650.00 |

Table 2 indicates the one-time fee that will be assessed per unit for installation services. These costs are in addition to the monthly fee for each equipment item.

WRD intends to structure this as a main agreement containing a maximum limiting amount for the estimated maximum value of a 5-year work plan that allows for a "base" work assignment agreement for the 5 years of permanent flow metering with additional funding authorization to support the deployment of up to 5 additional "temporary" meters for up to 8 months each year and up to 5 manhole level monitoring equipment for up to 8 months. The additional "temporary" equipment will be authorized via separate work assignment agreements which can specify the location and duration as necessary throughout the City. WRD intends to focus the additional temporary monitoring equipment in targeted areas identified in the City's future development expansion goals to support increased housing in the City.

Manhole level monitoring is intended to be deployed in areas of the Main Plant Sewershed to validate where the current model predicts capacity challenges and possible overflow to the street level or impacts to basements without backwater prevention in the area.

See Table 3 for resulting calculations.

Table 3: Maximum Limiting Amount Calculation for 5 year program:

| Item | Year 1* | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Total Flow Metering | $82,267.24 | $162,845.84 | $167,543.36 | $172,381.48 | $177,366.12 |
| Camera (per month) | $14,017.50 | $28,876.20 | $29,742.60 | $30,634.80 | $31,553.40 |
| Rain Gauge (per month) | $14,667.60 | $29,526.00 | $30,392.40 | $31,285.20 | $32,203.60 |
| Manhole Level Monitoring (per unit/month) | $7,970.00 | $12,973.20 | $13,264.80 | $13,565.20 | $13,874.80 |
| Wireless Webhosting (per month) | $240.00 | $480.00 | $480.00 | $480.00 | $480.00 |
| **Total (max annually)** | **$119,162.34** | **$234,701.24** | **$241,423.16** | **$248,346.68** | **$255,477.92** |

*Year 1 is approximately half the other years as the contract is only for the remainder of calendar year 2026

Total maximum 5 year cost: **$1,099,111.34, rounded to $1,100,000.** WRD staff reviewed other flow monitoring contracts in the region, and based on our scope of work, these costs were found to be reasonable.

Funding
This project will be funded 25% from the Wastewater Fund and 75% from the Stormwater Fund. Funding has been programmed into the FY27 and will be programmed into the subsequent budgets for the 5 year period.

**MOTIONS**

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works to execute a main agreement with ADS Environmental Services for flow monitoring and data hosting services for a term of 5 years and maximum limiting amount not to exceed $1,100,000 cumulative, and subsequent work assignment sub-agreements for temporary flow monitoring services subject to final review and approval by the City Attorney' Office."

City Council:

1. "To authorize the Director of Public Works to execute a main agreement with ADS Environmental Services for flow monitoring and data hosting services for a term of 5 years and maximum limiting amount not to exceed $1,100,000 cumulative, and subsequent work assignment sub-agreements for temporary flow monitoring services subject to final review and approval by the City Attorney' Office."

Thank you for your consideration of this request.

**Board of Finance and City Council Submission Checklist**

Department: DPW – Water Resources Submitter: Ashley Walenty

Title/Subject: **Contract Award with ADS for Flow Monitoring Services**

| | Approval: | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | Click or tap to enter a date. |
| ☐ | City Council | Click or tap to enter a date. |
| ☒ | Concurrent | 7/13/2026 |

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

**Signoffs Received**

| Signoff Needed | Received | Date Received | Note |
|---|---|---|---|
| Department Head | Yes | 7/6/2026 | Chapin Spencer |
| Mayor's Office informed and approved memo | Yes | 7/7/2026 | Lisa Gerlach |
| 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,<br>-Identify attorney in note | N/A | | |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes | 7/7/2026 | Jessica Brown |
| CAO has reviewed budget, financing, and memo | Yes | 7/6/2026 | Katherine Schad |
| Human Resources, if personnel action<br>-Identify HR Manager in note | N/A | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase | N/A | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

| | Included? | Note |
|---|---|---|
| Final Memo Attached? | Yes | Click or tap here to enter text. |
| Contract Attached, if applicable? | Choose an item. | Click or tap here to enter text. |
| Additional Materials, if necessary | Yes | 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. |

# Department of Finance and Administration
## City of Burlington
**City Hall, Room 20, 149 Church Street, Burlington, VT 05401**

**Voice (802) 865-7000**
**Fax (802) 865-7014**
**TTY (802) 865-7142**


**To:** City Council

**From:** Sarah Montgomery, Assistant City Clerk

**CC:** Katherine Schad, Chief Administrative Officer

**Date:** July 13th, 2026

**Re:** Unlicensed Dogs and Wolf-Hybrids

20 V.S.A. § 3581 requires that all dogs or wolf-hybrids more than six months old shall annually, on or before April 1st, be registered with the Clerk's office in the municipality where the dog or wolf-hybrid is kept. Furthermore, 20 V.S.A. § 3590 requires the clerk to provide to the legislative body a list of dogs and wolf-hybrids that are not licensed. The attached list meets this requirement and is current as of June 30th, 2026. The dogs included were licensed in 2025 but have not yet submitted a license application for this calendar year. Owners of these dogs were given notice of the expired license by mail and were given the opportunity to alert the Clerk's office if their dog is no longer with them or if they no longer reside in Burlington.

Motion: To receive the communication and place it in the file.

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Carroll | Albertson | Kodi |
| Elaine | Albright | Zeus |
| Lydia | Allen | Lily |
| Lydia | Allen | Winnie |
| Beth | Anderson | JJ |
| Emily | Andrade | Luna |
| Mary | Andrews | Echo |
| Ariel | Berger | Mexico |
| Hanna | Blankenship | Winston |
| Beth | Booraem | Daisy |
| Darren | Breese | Miggy |
| Christina | Brunette | Finn |
| Scott | Bushway | Kaspyr/Casper |
| Chloe | Cashman | Pippa |
| Kelly | Champney | Henle Champney |
| Steven | Ciardelli | Phoebe |
| Anna | Clark | Lulu |
| Sue | Clark | Mocha |
| Minner & Rob | Conboy | Maya |
| Ben | Cotts | Tilden |
| Leslie | Crawford | Paulie |
| Eric | Crowley | Feather |
| Eric | Crowley | Hathi |
| Karina | Curcio | Scrump |
| Jody | Curtis | Maya |
| Nichole | Cushing | Falcon |
| Jamie | Cyr | Phoenix |

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Lila | D'Antonio | Link |
| Nicole | Dehne | Pepper |
| Cindy | Delaney | Milo |
| Jon-Paul | Deshaies | Margaux |
| Kathryn | DeSutter | Maple |
| Michelle | Devino | Sully |
| Courtney | Dexter | Jack Dexter |
| Donna | Diaz | Nola |
| Cadence | DiMasi | Woodhouse |
| Pete | Dion | Grace |
| Vincent | Dober | Ben |
| Timothy | Doherty | BP |
| Jack | Dorkey | Lou Reed |
| Alexis | Dowett | Lani |
| Aimee | Dowling | Oakley |
| Makayla | Driscoll | Juno Driscoll |
| Julia | Figueroa | Bella |
| Caitlyn | Fitzgerald | Ollie |
| Hailey | Freeman | Todo |
| Nicole | Friedman | Walter |
| Paulita | Fysh | Spot |
| Alexandrea | Gardner | Liese |
| Christine | George | Shadda-ray George |
| ZhouLin | Golden | Atlas |
| Lucas | Goodman | Bernie |
| Alec | Grant | Toad |
| Alec | Grant | Winnie |

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Emma | Harvey | Stella |
| William | Harvey | Seamus |
| Chelsea | Herman | Ms. Scooby Doo |
| Laura | Hill | Goldie |
| Andrew | Hinsdale | Cooper |
| Howard | Hoffman | Tango |
| Krista | Hoffsis | Misha |
| Ashley | Hoskins | Henry Hoskins |
| Ashley | Hoskins | Olive Hoskins |
| Ashley | Hoskins | Scout Hoskins |
| Camille | Howard | Louie |
| Olivia | Hoynes | Milo |
| Gregory | Hufford | Saoirse |
| Natasha | Irish | Lily |
| Stella | Jordan | Pinto (formerly Primo) |
| Emily | Kenyon | Jerry |
| Emily | Kenyon | Roland |
| Julia | Khamnei | Kai |
| Kieran | Khanna | Mimi |
| Lisa | Klarides | Rosie |
| Nima | Lama | Bleu |
| Emily | Langham | Wilson |
| Carol | Lavery | Abby |
| Debra | LeBlanc | Willow |
| Deborah | Lessor | Moose |
| Emmalee | Levesque | Daisy |
| Spencer | Lewis | Chester |

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Audrey | Ling | Lula |
| Sarah | Lunger | Yoshi |
| Alyssa | MacFadyen | Lord Hawthorn |
| Alyssa | MacFadyen | Petunia |
| Gail | Machia | Levi - (SERVICE DOG) |
| April | Makarova | Sassy |
| Ryan | Martin | Bo |
| Katherine | Marvin | HARVEY |
| Katherine | Marvin | Kooky Cookie |
| Katherine | Marvin | Piglet |
| Vincent | Mazzucca | Rufus |
| Hayden | McAfee | Electra |
| Jennifer | McCandless | Winnie |
| Diane | McNamara | Aldo |
| Diane | McNamara | Bonnie |
| Maggie | McReynolds | Kirby |
| Joan | McSweeney | Peanut |
| Douglas | Michaels | Ranger |
| Robbie | Michaelson | Quincy |
| Karen | Morrill | Buddy |
| Fia | Moser | Blue |
| Fia | Moser | Violet |
| Donna | Myers | Nikki |
| Megan | Nelson | Hermes |
| Cat | Neville | Cedar |
| Venus | Ocean | Finnley |
| Dennis | OHORA | Foxy III |

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Dennis | OHORA | Fluffy |
| Samir | Omerovic | Manu |
| Eliza | Orne | Maybe |
| Emma | Otten | Skippy |
| Cheryl | Oxendine | Breeze |
| Alexandra | Paquin | Nova (Shelter name: Yasmine) |
| Meaghan | Parrott | Bruno |
| Sequoyah | Peace | Riley |
| Karen | Pearo | Kira |
| Julie | Percifield | Nova |
| Anthony | Plante | Brodie |
| Sabitra | Poudyel | Debu |
| Tina | Pratt | Dutch |
| Joyce | Pregent | Cricket |
| Meghan | Purvee | Lexi |
| Meghan | Purvee | Twig |
| Anna | Quinlan | Barley |
| Peninnah | Ragasa | Cebu |
| Celia | Relland | Salem |
| Brooke | Renaud | Cashew |
| Cheyanne | Rico | Leo |
| Kelly | Roach | Jasper |
| Angela | Rossetti | Paco |
| Sue | Ryan | Cooper |
| Sue | Ryan | Henry |
| Michelle | Sandul | Molly |
| Abigail | Scholl | Ashton |

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Julia | Scott | Casper |
| Everett | Secor | Sphinx |
| Evelyn | Seidner | Arthur |
| Lauren | Siffermann | Micky |
| Corinne | Sinnott | Willow |
| Lila | Slymon | Boogie |
| Angelica | Smith | Jade |
| Lynn | Smith | Fester |
| Lynn | Smith | Pepadoo |
| Sarah | Sodaro | Tiny |
| Isaac | Spilman | Hugo Spilman |
| Clarissa | Spooner | Duke |
| Leah | Stewart | Bubbles |
| Selena | Sykes | Oakley |
| Margaret | Tamulonis | Tilley |
| Jane | Teeling Chou | Dinah |
| Ari | Terkel | Sid |
| Emily | Thackara | Poppy |
| Daniel | Tomaino | Pneuma |
| Shay | Totten | Flora |
| Maddy | Traynor | Fern |
| Beth | Truzansky | Apollo |
| Jason | Van Driesche | Jake |
| Khouan | Vansouphet | Akira |
| Nancy | Veronneau | Chace |
| Nancy | Veronneau | Rusty |
| Paige | Walker | Izzy |

| Owner First Name | Owner Last Name | Dog Name |
|---|---|---|
| Skyler | Wansky | Sadie |
| Amber | Wells | Chase Wells |
| Anthony | Wells | Eddie |
| Zach | Williamson | Mella |
| Dylan | Wortheim | Kirby |
| Georgia | Yindra | Kenobi |
| Abigail | Zeigler | Winnie |

**Board of Finance and City Council Submission Checklist**

Department: DFA - Clerk Submitter: Sarah Montgomery

Title/Subject: Unlicensed Dogs and Wolf-Hybrids 2026

| | Approval: | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | N/A |
| ☒ | City Council | 07/13/2026 |
| ☐ | Concurrent | N/A |

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 | 6/25/2026 | Katherine Schad |
| Mayor's Office informed and approved memo | Yes | 7/1/2026 | Lisa Gerlach |
| Board/Commission, if required | N/A | | |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note | N/A | | |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes | 7/1/2026 | Emmett Wood |
| CAO has reviewed budget, financing, and memo | N/A | | |
| Human Resources, if personnel action<br>-Identify HR Manager in note | N/A | | |
| CIO, if an IT-related investment/purchase | N/A | | |

**Materials Included**

| | Included? | Note |
|---|---|---|
| Final Memo Attached? | Yes | |
| Contract Attached, if applicable? | N/A | |
| Additional Materials, if necessary | N/A | |
| Draft Resolution or Motion? | Yes | |
| If for submission to Council, are sponsors identified? | N/A | |

**MEMORANDUM**

**Date:** July 13th, 2026

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

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

**Re:** **Vermont Psychological Services Sponsorship**

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**Request**

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to review of the City Attorney's Office, granting City funds as follows: $7,200 to Vermont Psychological Services in support of funding psychological asylum evaluations split between the Community Support and Program Delivery GL.

**Background**

1. The REIB seeks to sponsor Connecting Cultures/New England Survivors of Torture and Trauma to facilitate the provision of psychological asylum evaluations for youth who were referred to the organization. The psychological asylum evaluations will be used to support asylum cases and increase evidence that can be presented in court. The funds will go directly to the evaluators to compensate them for their time. Psychological evaluations are a lengthy process which includes clinical interviews, clinical assessment, report writing, consultation, editing, and review. Each evaluation can take anywhere from 12 to 20 hours. The going rate for psychological evaluations is set at $1,200 per evaluation.

   Connecting Cultures/New England Survivors of Torture and Trauma is a specialty program of Vermont Psychological Services. They provide holistic services to refugees, immigrants, and New Americans. Connecting Cultures is partnering with Vermont Asylum Assistance Project (VAAP) to ensure that legal and mental health reports are available for clients. With recent federal actions the immigrant and refugee population in the city has become increasingly vulnerable, prompting many vulnerable people to apply

for asylum. Assisting Connecting Cultures would support the REIB's values and mission in creating access for community members.

**Funding for Project**

Vermont Psychological Services grant from the REIB is $7,200 and is included in REIB's FY27 Community Support and Program Delivery GL.

**Department Contact**

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

**Motions**

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

1. Board of Finance Motions:

   Move to approve and recommend the City Council approve the Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of $7,200 to Vermont Psychological Services to aid in psychological asylum evaluations from the Community Support and Program Delivery GL.

2. City Council Motion:

   Move to approve the Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of $7,200 to Vermont Psychological Services to aid in psychological asylum evaluations from the Community Support and Program Delivery GL.

**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: Vermont Psychological Services Sponsorship

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | Click or tap to enter a date. |
| ☐ | City Council | Click or tap to enter a date. |
| ☒ | Both BOF and Council | 7/13/2026 |

**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 | 6/12/2026 | Kelli Perkins |
| Mayor's Office | Yes | 7/8/2026 | Lisa Gerlach |
| 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 | 7/6/2026 | 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 | 7/6/2026 | 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. |

Burlington Fire Department
136 South Winooski Avenue
Burlington, Vermont 05401-8378
(802) 864-4554 • (802) 658-2700 (TTY)
Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

To: Board of Finance and City Council,

From: Stephen J. Petit, Deputy Chief of Administration

CC: Chief Michael Curtin; CAO Katherine Schad

Date: June 15, 2026

Re: Burlington Fire Department – Background Check Fee for Ride Along Program

**Overview**

The Burlington Fire Department offers ride-along opportunities for members of the public to observe fire department operations for educational and recruitment purposes.

The Department has developed an updated Standard Operating Guideline (SOG 00.05) that formalizes program expectations related to safety, confidentiality, supervision, and participant conduct. As part of this update, the policy requires background checks for ride-along participants.

Given the nature of fire and EMS operations—including access to emergency scenes, patient interactions, and secured municipal facilities—participant screening is necessary to ensure safety, protect sensitive environments, and reduce liability risk.

**Proposal**

The Department is seeking authorization to implement a $25 administrative fee to cover the cost of required background checks for ride-along participants.

The federal background check fee is currently $15 per applicant. The remaining portion of the fee offsets administrative costs associated with application processing, coordination, and recordkeeping.

The Department retains discretion to waive the background check and/or fee in appropriate circumstances, such as for licensed medical providers, law enforcement personnel, or individuals with equivalent prior screening.

Authorization of this fee is necessary to implement the updated policy as written.

**Fiscal Impact**

This proposal requires no additional City funding and is intended solely to recover costs associated with administering the background check requirement.

**Motion**

**Board of Finance**

To approve and recommend that the City Council authorize the Burlington Fire Department to implement and collect a $25 administrative fee to cover the cost of conducting background checks for ride-along participants, subject to final review and approval by the Chief Administrative Officer.

**City Council**

To approve and authorize the Burlington Fire Department to implement and collect a $25 administrative fee to cover the cost of conducting background checks for ride-along participants, subject to final review and approval by the Chief Administrative Officer.

**Attachments**

1. **SOG 00.05 – Ride Along Program**
2. **A50 – Observer Release & Waiver of Liability**

## RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, the participant, fully understand that riding in an ambulance/fire apparatus is a dangerous activity which can result in personal injury and property damage, and realize that the risks inherent in riding in an ambulance/fire apparatus and observing emergency procedures, including but not limited to

- Injury from collision
- Administration of medical treatment to ambulance patients
- Firefighting activities
- Proximity to a firefighting scenes
- Proximity to medical ailments and emergencies.

I expressly assume all risks, including all personal injury and property damage, which may occur. I understand the City of Burlington has granted permission for my participation in riding in an ambulance/fire apparatus is subject to terms and conditions, a criminal records check, and subject to the completion of this Release of Liability and Indemnification agreement.

By **initialing below**, I, the participant acknowledge the above-mentioned risks:

In consideration for permitting me to ride in the ambulance/apparatus, I agree to, and understand the following policies and guidelines.

### Transportation

- Participant will make arrangements for transportation to and from the fire department.
- Participant may need to be dropped off in a safe location if their host employee responds to an inherently dangerous call for service. Participants will wait at the arranged drop location for someone to pick them up.

### Attire

- Participant will wear work attire in good repair (suggested dark blue pants and shirt, polo or t-shirt with fire dept. logo or no logo with black boots or shoes).
- If the participant has bunker gear they should bring it and wear it on fire calls or as directed.

### Identification

- Participant will wear the BFD provided identification during the ride-along.
- Participant must present valid government issued identification when they arrive for their ride-along.

### Compliance/Non interference

- Participant will comply with department policies and procedures by using the seat belt and other safety equipment in the fire vehicle.
- Participant will not interfere in any way with the host employee's handling of a situation. You may ask questions after a matter has been handled and you have left the area.
- Participant are encouraged to ask questions about the Department's work. However, bear in mind your host employee may not have all the answers.

### Recording Prohibition/Confidentiality

- Participant will not videotape, audiotape or photograph interactions with their host employee unless they receive advance permission from the host employee and the supervisor in charge. Video and audiotapes are not permitted in fire vehicles.
- Participant may observe an event during the ride-along which might require their appearance in court as a witness.
- Participant may also witness events or come into contact with people's personal and confidential information.
- Participant agree not to discuss the names or personal information of the people encountered during ride-along.

### Waiver Policy

- Participant must sign a waiver of liability form. In the case of a minor, a parent or guardian, must sign the waiver. In essence, the waiver releases the City of Burlington and its employees from liability.

Cancellation

- Participant ride-along may be cancelled or modified by the employee in charge to accommodate department needs.

By **initialing below**, I, the participant acknowledge the above-mentioned policies and guidelines

| |
|---|
| |

In consideration for permitting me to ride in the ambulance/apparatus, I Hereby release The Burlington Fire Department, and the City of Burlington, its directors, officers, employees, agents, directors, shareholders, whether arising in law or in equity all rights, claims, demands, actions, and causes of action of any nature whatsoever, whether arising in law or in equity by any reasons of any matter, cause, happening, thing, act, or omission and, in particular, but without limiting in any way the generality of the foregoing, I do hereby release, The Burlington Fire Department, and the City of Burlington its directors, officers, shareholders, employees, agents, successors and assigns from any liability for personal injuries or property damage suffered of sustained by me, whether caused by the inherent risks involved in riding in an ambulance/apparatus or caused either wholly or in part by the intentional or negligent act of its volunteers, employees, agents or representatives.

Furthermore, in consideration of permitting me to ride in the ambulance/fire apparatus, I agree to indemnify, defend and hold harmless The Burlington Fire Department, and the City of Burlington for all liability caused either wholly or in part by me which results in personal injury or property damage, including all losses, costs, and attorney's fees, claims and judgements. In addition, I agree to indemnify, defend or hold harmless The Burlington Fire Department, and the City of Burlington, its directors, officers, shareholders, employees, volunteers, agents, successors, and assigns for all liability for any acts of omissions which result in personal injury or property damage including all losses, costs, attorney's fees claims and judgements whether committed either wholly or in part by the intentional or negligent acts or omissions of agents of The Burlington Fire Department, and the City of Burlington or any other person. I also agree to pay all costs and attorney's fees incurred in enforcing the terms of the release and indemnity agreement.

This release and indemnity agreement shall be binding upon me, my assigns, heirs, and successors.

| | | | |
|---|---|---|---|
| Name of Participant | | | |
| Street Address | | City | |
| State | | Zip Code | |
| Signature | | | |
| Date | | | |

Parent or Legal Guardian for participants under 18

| | | | |
|---|---|---|---|
| Parent or Guardian Name | | | |
| Street Address | | City | |
| State | | Zip Code | |
| Signature | | | |
| Date | | | |

**BURLINGTON FIRE DEPARTMENT**

SOG 00.05 RIDE ALONG PROGRAM

FIRE CHIEF MICHAEL CURTIN EFFECTIVE DATE: 06/22/2026

# I. Purpose:

This SOG, in conjunction with the *A-50: Observer Release & Waiver of Liability*, outlines the process that allows eligible observers to ride-along and observe Burlington Fire Department operations for legitimate civic or educational purposes, while establishing required safety, confidentiality, conduct, scheduling, and attire standards.

## Scope:

This SOG is intended to provide general guidance relative to members of the public requesting to ride with our members. This policy does not specifically address situations where non-BFD members have requested to complete clinical opportunities during a ride-along. Additionally, this policy does not address internal precepting or observation opportunities. These circumstances are addressed elsewhere.

# II. Definitions:

Observer: Any non BFD personnel approved to ride on Burlington Fire Department apparatus for the sole purpose of observing department operations.

Release and Waiver of Liability: The A50 form, a formal, legally-approved document an observer signs acknowledging the inherent risks of participating in or observing fire/EMS operations, and agreeing not to hold the City of Burlington or the Burlington Fire Department liable for injury, death, or property damage that may occur during the ride-along.

Ride-Along Application: This form shall be filled out before a person is allowed to participate in the program. This form, when completed, will be kept in the Deputy Chief of Administration's office. This form allows for a background check to be conducted should it be determined to be needed.

Ride-Along Program: A structured community engagement initiative that allows eligible, pre-approved individuals to ride on fire department apparatus and observe station or emergency response activities for educational or civic awareness purposes, without participating in emergency operations.

# III. Guidelines:

A. Approval and Scheduling

1. The interested party must fill out the Ride-along Application and submit it to the Deputy Chief of Administration or his or her designee for approval prior to participation in the program.
2. The Battalion Chief of EMS may coordinate and schedule observation opportunities for medical or EMS students and work directly with the Shift Commanders.
3. Requests must be submitted a minimum of 5 business days in advance. Incomplete applications shall be denied. Applicants requiring a background check can expect a 2-3 week turnaround on the background check prior to being scheduled and pending the background check results.
4. After approval, Deputy Chief of Administration or their designee, shall contact the observer and forward approval to the Shift Commander's Office.
5. The observer shall schedule the ride-along participation through the Shift Commander's Office, unless otherwise directed by the Shift Commander or Deputy Chief of Administration.
6. The Shift Commander's Office will assign the apparatus and station location, coordinate with company officers, and upload the observer in Aladtec Scheduling Software. The Shift Commander is responsible for ensuring the completed documentation is saved to the Captains Drive in the Observer folder.

B. Participation Guidelines

1. There shall be no more than 2 observers department wide at any given time.
2. There shall be no more than 1 observer per station and no more than 1 observer per apparatus, without approval from the Deputy Chief of Administration.
3. Observers not affiliated with an emergency service agency shall ride a maximum of one 12-hour day shift between the hours of 0800-2000. Exceptions will be considered, with approval provided by the Deputy Chief of Administration.
4. Minors (those under the age of 18) shall conclude participation no later than 1600 unless adjusted by the shift commander due to station activities.

C. Safety and Operational Considerations and Restrictions

1. Officers/RTS shall ensure the observer stays either in the apparatus cab, or a designated safe staging area during emergency response and on-scene operations unless directed other by RTS.
2. Officer/RTS shall ensure observer has access to and wears observer vest when at an emergency scene.
3. Officers/RTS shall ensure observers never operate equipment or apparatus, never enter an IDLH environment, never operate in patient care capacity or treatment. The exception to the patient care capacity and treatment will be those external members who coordinate clinical opportunities through the Battalion Chief of EMS.
4. Officers/RTS shall remove observers from the scene or ensure observer remains at the firehouse for calls involving:

DRAFT

a. Possible crime scene activity
b. Violent or unstable patients or possible presence of weapons/firearms.
c. Incident involving a fatality/fatalities
d. Any situation deemed unsafe or sensitive by the Officer/RTS

5. Situations may arise that are not listed in this SOG. Officers/RTS should use their discretion. Observers may be returned to the station or dropped at a predetermined safe location if the assigned crew response to an inherently dangerous incident. The observer may be retrieved when operations conclude. Officer/RTS shall coordinate with the Shift Commander in the event the observer needs to be dropped off.

D. Confidentiality Expectations for Observers

1. Observers must acknowledge they may encounter confidential, protected or non-public information, including but not limited to patient and personnel data. Officer/RTS shall ensure observers understand they are strictly prohibited from:
   a. Recording, photographing, or sharing any identifying information related to patients
   b. Disclosing internal personnel matter, investigations, or protected medical information
   c. Speaking on behalf of the department publicly
   d. Interrupting personnel during active radio traffic or operational decision-making.
2. Encourage observers to ask questions only when radio traffic has paused and operations have concluded.

E. Termination of Ride-Along

1. The Officer/RTS, the Shift Commander, or a Chief Officer at an emergency scene may terminate the ride-along at any time.
2. Reasons for termination include but are not limited to:
   a. Observer conduct
   b. Safety Concerns
   c. Interference with operations
   d. Operational Staffing needs
   e. Any violation of officer's direction's

F. Background Check

1. Observers are required to complete a background check prior to an initial observer opportunity.
2. The background check will require a $25 payment to the Burlington Fire Department.
3. Completion of a background check will require submission of additional forms provided by Human Resources.

DRAFT

4. The background check may be waived at the discretion of the Deputy Chief of Administration, giving consideration to various factors including but not limited to the following:
    a. Occupation
    b. Work history
    c. Personal references

# IV. Responsibility:

A. It is the responsibility of all members to read, understand and follow this Standard Operating Guideline.

B. Company Officer/RTS
    1. Company officers/RTS with observers under their supervision shall ensure that observers comply with all scheduling, conduct, safety, confidentiality and requirements outline in this SOG.

C. Battalion One/Shift Commander
    1. Coordinate the observer program such that it complies with section III B 1-4 of this SOG
    2. Battalion One/Shift Commander retains the authority to modify, cancel or delay the ride-along participation to meet department needs.

D. Deputy Chief of Administration
    1. Deputy Chief of Administration of their designee, shall process, and maintain approved applications, background check authorizations, and signed liability waivers as required by and in coordination with city Human Resources.

DRAFT

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Fire Submitter: DC Petit

Title/Subject: Ride Along Program & Background Check Fee

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☒ | Board of Finance | 6/29/2026 |
| ☒ | City Council | 7/13/2026 |
| ☐ | Both BOF and Council | Click or tap to enter a date. |

**Instructions**

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

| Signoff Needed | Received? | Approval Date | Note |
|---|---|---|---|
| Department Head | Yes | 5/28/2026 | Michael Curtin |
| Mayor's Office | Yes | 6/9/2026 | Lisa Gerlach |
| Board/Commission | Yes | 6/10/2026 | Submitted to list on 6/9/26 |
| City Attorney's Office for memo and contracts or legal documents | N/A | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office for memo and motion(s) or resolution(s) | Yes | 5/27/2026 | Hayley McClenahan |
| CAO for budget, financing, and memo | Yes | 6/9/2026 | Katherine Schad |
| Human Resources, if personnel action or policy | N/A | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if IT-related | N/A | Click or tap to enter a date. | Click or tap here to enter text. |

**BURLINGTON FIRE DEPARTMENT**

136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

# MEMO

**TO:** **Board of Finance and Burlington City Council**
**FROM:** **Michael Curtin – Chief of Department**
**Stephen Petit – Deputy Chief**
**CC:** **Katherine Schad-CAO, Lynn Regean-HR Director, Tony Berry-HR Manager**
**DATE:** **June 29, 2026**
**SUBJECT:** **Reclassification of Administrative and Accounting Assistant Position from Grade 14 to 16**

---

## REQUEST

The Burlington Fire Department requests approval to reclassify the Administrative and Accounting Assistant position from a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position.

## EXECUTIVE SUMMARY

The Burlington Fire Department seeks to reclassify the Administrative and Accounting Assistant position to better align with the current administrative, financial, compliance, and operational needs of the department.

The Burlington Fire Department manages a budget exceeding $20 million, supports approximately 95 personnel operating from five fire stations, coordinates emergency medical services billing activities, administers multiple financial and records-management systems, processes public records and HIPAA requests, supports payroll and purchasing functions, and maintains compliance with a growing number of municipal, state, and federal requirements.

To effectively support these responsibilities, the department requires a position with a higher level of technical expertise, independent judgment, accountability, and organizational impact than contemplated under the current Grade 14 classification. The proposed Grade 16 position will serve as the department's primary administrative and financial support resource, providing support to command staff while coordinating key administrative, financial, records-management, and compliance functions essential to department operations.
Reclassification will align the position with the operational needs of the department, support continuity of critical administrative and financial functions, and improve the department's ability to recruit and retain qualified personnel with the specialized knowledge and skills required for the role.
The current employee possesses the knowledge, skills, and abilities necessary to successfully perform the responsibilities of the revised position.

## FINANCIAL IMPACT

Position: Administrative and Accounting Assistant
Current Grade: Grade 14 $67,837 current annual salary
Proposed Grade: Grade 16, $74,751:
FY27 Impact:
We accounted for this in the FY27 budget and there is no retroactive pay requested. We intended to submit this with the FY27 budget resolution but due to the necessary consultation with the union and ensuring the job description is accurate, we are submitting slightly thereafter.

**BURLINGTON FIRE DEPARTMENT**

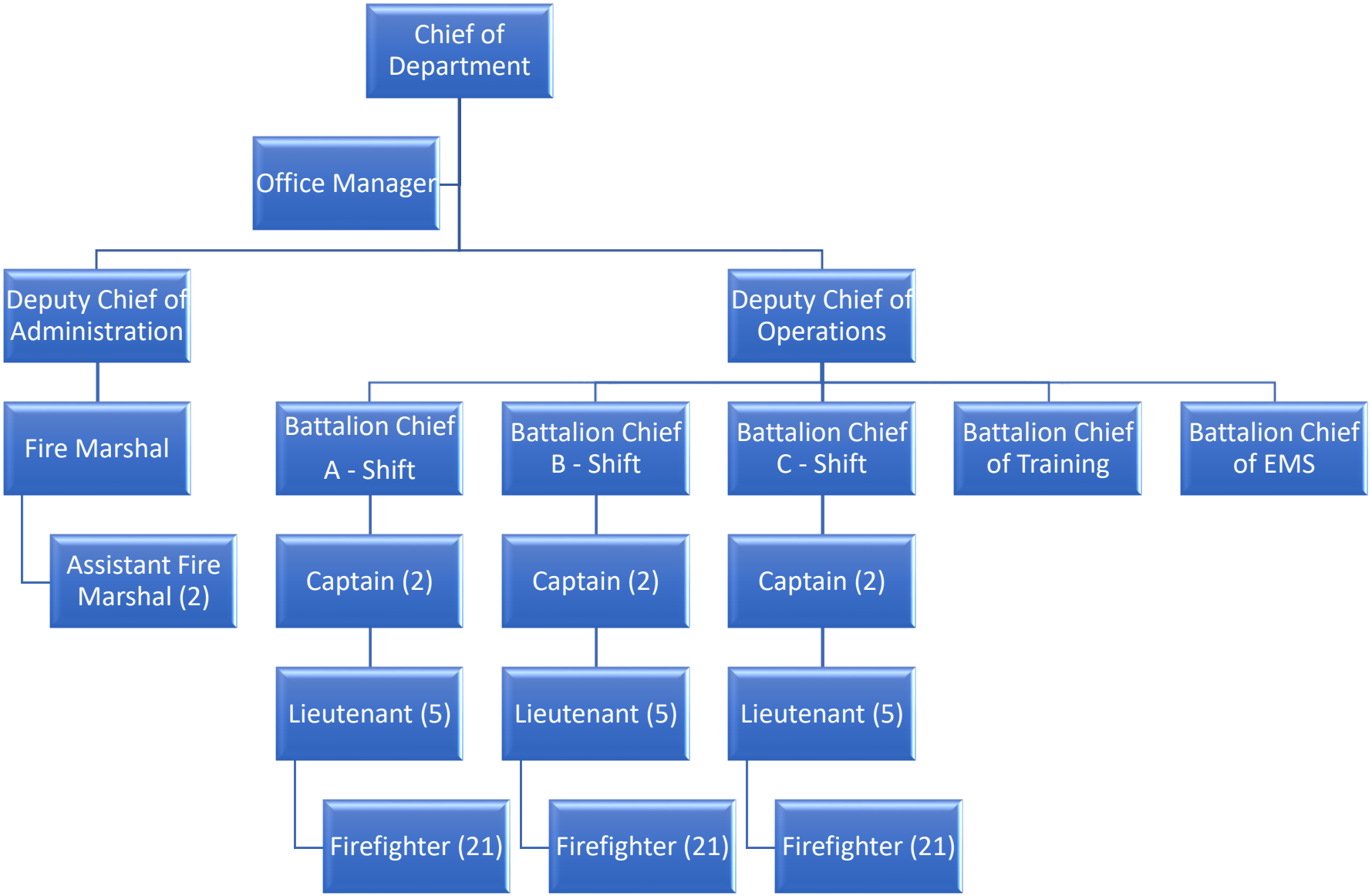
136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

**MOTIONS**

Board of Finance
To approve and recommend that the City Council approve and authorize the reclassification of the Administrative and Accounting Assistant position, a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position, to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position within the Burlington Fire Department.

City Council
To approve and authorize the reclassification of the Administrative and Accounting Assistant position, a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position, to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position within the Burlington Fire Department.

Thank you.




Updated 02.02.2024

**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: Burlington Fire Department Submitter: Michael Curtin – Fire Chief

Title/Subject: Reclassification of Administrative and Accounting Assistant Position from Grade 14 to Grade 16

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☒ | Board of Finance | 6/29/2026 |
| ☒ | City Council | 7/13/2026 |
| ☐ | Both BOF and Council | Click or tap to enter a date. |

**Instructions**

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

| Signoff Needed | Received? | Approval Date | Note |
|---|---|---|---|
| Department Head | Yes | 6/18/2026 | Michael Curtin |
| Mayor's Office | Yes | 6/23/2026 | Lisa Gurlach |
| Board/Commission | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office for memo and contracts or legal documents | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office for memo and motion(s) or resolution(s) | Yes | 6/22/2026 | Hayley McClenahan |
| CAO for budget, financing, and memo | Yes | 6/23/2026 | Katherine Schad |
| Human Resources, if personnel action or policy | Yes | 6/22/2026 | Lynn Reagan |
| CIO, if IT-related | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**To:** Burlington Board of Finance and Burlington City Council
**From:** Will Clavelle, Assistant Director, CEDO
**CC:** Johanna Schneider, Economic Development Specialist, CEDO

**Re: Lease of 99 Intervale Road to the Intervale Center and Gardens Alive**

**Background**:

The City of Burlington has leased the property at 99 Intervale Road to the Intervale Center and The Gardener's Supply Company since 2015. The Intervale Center leases the property for parking purposes while Gardener's Supply, now Gardens Alive, leases the property for their bulk material bunkers. The agreement is currently valid through July 2026.

In August 2025, The Gardener's Supply Company was acquired by Gardens Alive! Inc. Given the new business owner, a new lease document is required to continue the lease of 99 Intervale Road to these two lessees beyond July 30th, 2026.

In consideration of the Intervale Center's important stewardship of the Intervale lands and the value to the Burlington community provided by the bulk material sold by Gardener's Supply, CEDO recommends executing a new lease agreement. In keeping with the original lease and extensions, each lessee will pay an annual rent of $1,000 with Gardens Alive paying and additional 2% of annual gross proceeds from the bulk sales and the Intervale Center maintains their option to purchase the property. Both lessees have requested a lease term of one year that can be extended if needed.

**Recommendation:**
The Community and Economic Development Office requests that the City Council and Board of Finance approve of the execution of the attached lease as it is currently drafted and presents the following motion language for consideration:

**Board of Finance Motion**:
Move to approve the lease of 99 Intervale Road to The Intervale Center and Gardens Alive and recommend to the City Council that they authorize the Director of the Community and Economic Development Office to enter into the lease agreement subject to final review and approval by the City Attorney's office.

**City Council Motion**:
Move to approve the lease of 99 Intervale Road to The Intervale Center and Gardens Alive and recommend to the City Council that they authorize the Director of the Community and Economic Development Office to enter into the lease agreement subject to final review and approval by Board of Finance and the City Attorney's office.

**CITY OF BURLINGTON**
**DRAFT LEASE AGREEMENT**
**WITH**
**The Intervale Center, Inc and Gardens Alive D.B.A. Gardener's Supply**

This Lease Agreement ("Lease") is entered into by and between the City of Burlington, acting by and through the Community and Economic Development Office ("City"), and Lessees, The Intervale Center Inc, ("Lessees 1"), a Vermont non-profit corporation authorized to do business in the State of Vermont with a principal place of business at 180 Intervale Rd, Burlington VT 05401, Gardens Alive. Inc, D.B.A Gardener's Supply ("Lessees 2"), a domestic for-profit corporation authorized to do business in the State of Vermont, operating at 128 Intervale Rd, Burlington, VT, 05401. The City and Lessees agree to the terms and conditions of this Lease.

## 1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Lease shall not be valid or enforceable until the Effective Date, July 31, 2026. The City shall not be bound by any provision of this Lease before the Effective Date and unless otherwise agreed to in writing, shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Lease.

## 2. RECITALS

**A. Authority.** Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.

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

**C. Purpose.** The City owns property at 99 Intervale Rd in the City of Burlington as identified on Attachment 1, attached hereto, (the "Property"). The purpose of this lease is to allow the Lessee to use the property for parking purposes and for the creation of bulk material bunkers to support business operations of Gardens Alive, with the understanding that all such use shall first be determined to be consistent with, and without impact to, the City's adherence to contaminated soils on the Property. The location of the respective parking spaces and bunker locations are delineated on the attached Intervale Site Plans (Attachment 2), along with seasonal changes.

**D. References.** All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

## 3. DEFINITIONS

**A. "Leased Property"** means the City-owned ground space known and numbered as 99 Intervale Road in Burlington, Vermont, which consists of approximately 4.58 acres of land. A description and map of the Leased Property are included as Attachment 1.

**B. "Hazardous Substance"** means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly

or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

**C. "Lease"** means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.

**D. "Party"** means the City or Lessees and "Parties" means the City and Lessees.

**E. "Termination Event"** means any event described in Section 16.B.i. (Termination by the City – Breach)

## 4. TERM AND RENEWAL TERM(S)

**A. Initial Term.** This Lease and the Parties' respective performance shall commence on the July 31, 2026 and expire on July 31, 2027 or upon sale of the Property to Lessees 1, whichever comes first.

**B. Lease Extension.** The City Grants the Lessees' the ability to extend the Lease subject to the following:

a. Any lease extension must be in writing and shall also include mutually agreed upon terms for apportionment of environmental remediation costs required by DEC as a result of any improvements made to the Property by Lessees during the term of the lease extension.

b. In the event Lessees 1 does not exercise its option to purchase or elect to extend the Term of the Lease, the City shall in good faith entertain any proposed lease with Lessees 2 under terms and conditions substantially comporting with the terms and conditions outlined for lease extension set out above. Such proposal shall not be unreasonably rejected.

c. Any lease extension will include a Lessees' option to purchase provision for Lessees 1.

d. It is understood by the parties that all rents paid during the term of the Lease extension by Lessees 1 shall accrue towards the purchase of the Property if exercised under Lessees 1's option to purchase the Property.

e. Both Lessees are required to give at least 90 days' notice prior to the completion of the Term regarding desire to renew the lease.

## 5. LEASE—USES AND PURPOSES

The City hereby leases to Lessees for its exclusive use the right to access and occupy the Leased

Property, subject to the terms of this Lease and the following conditions:

**A. Use.** Unless otherwise approved in writing by the City, Lessees shall use and occupy the Leased Property for parking purposes and to store bulk materials.

**B. Upkeep and Utilities.** Lessees shall furnish to the Leased Property and pay all charges for telephone service, sewage service, stormwater, trash and/or hazardous waste removal, janitorial service, water, electric power, heat, gas, air conditioning and other utilities of every kind.

**C. Condition.** Lessees shall keep and maintain all parts of the Leased Property—including related and associated appurtenances—in good condition, order and repair during the term of this Lease. Such actions include but are not limited to: painting, lighting, removal of ground side snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, and utility services.

**D. Sublease.** Lessees shall not sublease any portion of the Leased Property without the express prior written approval of the City

**E. Compliance with Law.** Lessees shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions, and agreements applicable to Lessees for its use of the Leased Property, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City. Further, Lessees shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the Leased Property, including, but not limited to, any Environmental Board or Board of Health.

**F. ADA.** Lessees shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act ("ADA") Accessibility Guidelines in connection with any new construction or alteration of the Leased Property. Lessees shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.

**G. Waste and Nuisance.** Lessees shall not make any actionable waste or nuisance upon the Leased Property and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said Property. Lessees shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Property in a clean and safe condition.

**H. Improvements.** Should Lessees desire to make infrastructure and Lessees -specific modifications or improvements to the Leased Property, Lessees shall obtain advanced written approval by the City. Notwithstanding the above, Lessees shall be permitted to conduct necessary testing, soil boring, engineering, surveying or other acts that may be required to examine the condition of the Property. Lessees shall be solely responsible for all costs associated with improvements without reimbursement or further consideration from the City. Lessees shall be permitted to take all reasonable steps consistent with use of the property for its parking purpose as permitted with the understanding that all such use shall have first been determined to be consistent with, and without impact to, City's adherence to the DEC's Corrective Action Plan relative to contaminated soils on Property.

**I. Supervision.** Lessees shall ensure that the management, maintenance, and operation of the Leased Property shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessees, and Lessees shall identify its representative, and any successor, in writing to the City.

## 6. RENT

Lessees shall, in accordance with the provisions of this section, pay the City rent and other amounts due hereunder in the amounts and using the methods set forth below:

**A. Lessees 1.** Lessees 1 agrees to pay as rent for the demised Property defined by the agreement defined between Lessees 1 and Lessees 2 one thousand ($1,000.00) dollars annually by July 31.

**B. Lessees 2.** Lessees 2 agrees to pay for the demised Property defined by the agreement defined between Lessees 1 and Lessees 2 one thousand ($1,000.00) dollars annually, plus 2% of annual gross proceeds from bulk sales from the Property, both to be paid by July 31 based on the previous year's sales figures.

**C. Late Payment.** Any required payment which has not been paid when due shall incur interest at the rate of 1.5% per month, in addition to a 5% penalty. Any amounts owed with penalty thereon for a period in excess of one year shall be increased by additional eighteen (18%) applied annually to the total amount owed.

## 7. OPTION TO PURCHASE

The City grants to Lessees 1 an option to purchase the Property subject to the following conditions:

**A.** Lessees 1 shall have an appraisal done on the Property prior to finalizing the purchase if more than 5 years have passed since initial appraisal and provide a copy to the City. The City may also have the Property appraised but is not required to do so.

**B.** The City and Lessees 1 shall utilize Lessees 1's appraisal (and the City's appraisal if the City elects to have an appraisal done) to establish a purchase price determined by mutual agreement.

**C.** It is understood by the parties that if Lessees 1 elects to purchase the property, the conditions of this Lease pertaining to Lessees 2 will be honored through the Term. If Lessees 1 elects to purchase the Property at the expiration of the Lease, both Lessees and the City will work together in good faith to determine a location for a bulk storage and sale facility that meets the programmatic needs of the Lessees, if Lessees 2 wishes to continue operations.

**D.** If the option to purchase is exercised prior to expiration of the Term, any improvements to the Property that impact Lessees 2's ability to maintain a bulk storage and sale facility will require Lessees 1 and Lessees 2 to create a mutually agreed upon alternative for Lessees 2's bulk storage and sale facility.

## 8. CITY OBLIGATIONS

**A. Access.** The City shall ensure reasonable ingress and egress to and from the Leased Property.

## 9. ENTRY OF LEASED PROPERTY

The City and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Property for the following purposes:

**E. Inspection.** To inspect the Leased Property at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessees have complied and are complying with the terms and conditions of this Lease.

**F. Facilities.** To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Property, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the City provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessees. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessees is and shall be in exclusive possession of the Leased Property and the City shall not, in any event, be liable for any damage to the Property or any property of Lessees or any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees or agents.

## 10. TAXES AND ASSESSMENTS

**A. Direct Tax.** Lessees shall pay directly to the taxing authority any and all personal property inventory taxes or assessments which may be assessed against the Leased Property and its contents during the term hereof or any renewal term.
Lessees shall be responsible for paying all applicable property taxes for the Property during the term of this Lease Agreement. For the entire term of this lease agreement, all the appropriate fiscal year property taxes for the Property, as listed on the Property Tax Payment Schedule set by the City Council and located at 149 Church Street, shall be paid by Lessees to the CITY when a bill for said taxes is presented.

To the extent that the parcel is not presently taxed, tenants shall have a right, if the parcel is taxed, to renegotiate the rent or alternatively, in the event a mutually agreeable (to all parties) rent is not negotiated, Tenants may terminate this Lease.

## 11. INSURANCE

Lessees shall provide a certificate of insurance including relevant endorsements in accordance with Attachment B hereto.

## 12. INDEMNIFICATION & LIABILITY

A. ***Indemnification.*** Lessees shall indemnify, defend, and hold harmless the City, its officers, agents and employees, including the City of Burlington its successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action, including but not limited to, claims arising out of or in connection to the following:

1. This Lease;
2. The Leased Property;
3. Actions on the Leased Property;
4. Lessees' possession, use, occupation, or control of the Leased Property;
5. Actions or omissions of the Lessees, its agents, employees, licensees, visitors, or contractors;
6. Breach or default of this Lease by Lessees, its agents, employees, licensees, or contractors.

Lessees shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Property.

Lessees shall reimburse the City for costs associated with violations issued by state and federal regulatory authorities resulting from Lessees' misconduct, incompetence, or negligence as determined by the City. Lessees shall be considered joint and severally liable.

**B. Liability.** The City shall not be liable to the Lessees , any assignees claiming by, through, or under Lessees , any subtenants claiming, by, through, or under Lessees , and any of their respective agents, contractors, employees, and invitees, for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (collectively and individually a "loss") caused by casualty, theft, fire, third parties, repair, or failure to repair, or alteration of any part of this building, or any other cause, unless due to the negligence or willful misconduct of any indemnified party, in whole or in part.

## 13. HAZARDOUS WASTES

**A. Disposal.** Lessees shall properly handle, remove, and dispose of any and all lubricants, grease, and/or hazardous waste and shall maintain the Leased Property in a clean and safe condition.

**B. Hold Harmless.** Without any limitation to Lessee's indemnification and defense obligations hereunder, Lessees shall indemnify, defend, and hold harmless the City, its officers, and employees from and against all loss, cost and expense (including, without limitation, attorney fees) of whatever nature suffered or incurred by the City on account of the existence, release, or discharge of Hazardous Substances on or from the Leased Property including, without limitation, any claims, costs, losses, liabilities, and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against the City or the Leased Property based upon nuisance, negligence or other tort theory alleging liability due to the improper

generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Leased Property under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Lessees further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by the City in enforcing or seeking enforcement of the liability of Lessees under this indemnification.

## 14. WARRANTIES AND REPRESENTATIONS

**A. Regarding the Leased Property.** The City represents that it is the owner of the Leased Property or the authorized representative or agent of said owner. During the terms of this Lease, the City represents and warrants that the Lessees may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Property and rights herein leased and granted, subject to performance by Lessees of its obligations herein.

**B. Regarding Legal Authority.** Lessees warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessees to its terms. The person signing and executing this Lease on behalf of Lessees hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the City, Lessees shall provide the City with proof of Lessee's authority to enter into this Lease within 15 days of receiving such a request.

## 15. CASUALTY

If the Leased Property are damaged by fire, flood, or another casualty, either Party may terminate this Lease within 30 days of the date the terminating Party becomes aware of such occurrence if, in the opinion of the terminating Party, the Leased Property have been so damaged as to render them wholly or partially untenantable or unfit for the Lessee's purposes. If so elected, the terminating Party shall give the other Party written notice to the City and termination shall be effective 30 days from the date of mailing of the notice of termination.

If the Parties elect not to terminate this Lease, the City shall reasonably estimate the time, restoration work, and commencement date that the City reasonably anticipates is required for the performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Property from the date of damage until restoration is sufficiently complete to enable Lessees to recommence its use and occupancy of the Leased Property for the purposes set forth in this Lease.

## 16. TITLE TO IMPROVEMENTS

Upon the expiration or termination of this Lease, all permanently fixed improvements made upon the Leased Property by Lessees shall be the property of the Lessees provided the Lessees removes said improvements within 12 months of expiration; otherwise, they shall become a part of the realty and remain on the Leased Property as the property of the City. Lessees shall restore the Property following removal.

## 17. TERMINATION

In addition to the termination rights granted in other sections of this Lease, the Parties may terminate this Lease in accordance with this **§16**.

**A. Breach.** The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

**B. Termination by the City.**

**(i) Breach.** The City may terminate this Lease, if Lessees fails to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, including, but not limited to, the following conditions:

**a. Past Due.** If Lessees fails to pay required rental charges or money payments more than thirty (30) days after a due date.

**b. Abandonment.** If Lessees or any approved sub-Lessees voluntarily abandons or discontinues the conduct and operation of its operations for a continuous period of sixty (60) days.

**c. Bankruptcy.** The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessees or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall constitute a breach.

**d. Public safety.** If terminating the lease is reasonably necessary to preserve public safety or to prevent an immediate public crisis.

**(ii) Notice and Cure Period.** In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if a cure of the breach has not begun within 30 days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent an immediate public crisis.

**(iii) Repeated Breaches.** If the same Termination Event has occurred on four separate occasions during any rolling 12-month period (having been duly remedied or waived on each occasion), a cure period for remedying the next occurrence of such Termination Event occurring within the relevant 12-month rolling period will only be available if City so permits in its sole discretion.

**(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.

**C. Termination by Lessees.** Lessees may terminate this Lease upon thirty (30) days' advance written notice to the City under the following conditions:

**(i) Injunction.** The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessees of all or any substantial part of the Leased Property or preventing or restraining the use of the Property in its entirety, or the use of any part thereof which may be used by Lessees and which is necessary for Lessee's operations which remains in force, unvacated or unstayed for a period of at least sixty (60) days.

**D. Damage to Improvements.** Either Party may terminate this Lease upon providing thirty (30) days' written notice to the other Party if the fixed improvements upon the Leased Property are so totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition.

## 18. CONDITION ON TERMINATION

At the termination or expiration of this Lease, Lessees shall surrender and deliver the Leased Property in as substantially good order and condition as exists at the inception hereof; excepting, however, loss by fire, inevitable accident, act of God, and ordinary wear and tear.

## 19. LIENS

Lessees shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessees upon the Leased Property or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Property, by or at the direction of Lessees within a reasonable time not to exceed six (6) months from the completion of any such construction.

## 20. HOLDING OVER

In the event Lessees shall hold over and remain in possession of the Leased Property after cancellation or termination of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but rather shall only create a tenancy from month-to-month which the City may terminate at any time upon thirty (30) days' advance written notice.

## 21. FORCE MAJEURE

Neither Party shall be deemed to have breached this Lease if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Lease shall be resumed immediately after such cause has been removed, provided that neither Party shall be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

## 22. PUBLIC EMERGENCIES

Lessees must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. A Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of the Lease pursuant to Section 17 (Termination). The City shall have sole discretion in determining if Lessees is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

## 23. DISPUTE RESOLUTION

The Parties shall make their designation representative available to meet within a reasonable time to discuss issues relating to the Lease or the Leased Property. Each Party shall take such actions as reasonably necessary to address any issues within a reasonable time.

Either Party may enforce this Lease and/or seek appropriate remedies in Chittenden Superior Court under the laws of the State of Vermont.

## 24. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the City: Kara Alnasrawi
149 Church Street, 3rd floor, Burlington, VT 05401
802.238.1910
Kara@burlingtonvt.gov

For Lessee 1: Travis Marcotte
180 Intervale Rd, Burlington, VT 05401
802.660.0440
Travis@intervale.org

For Lessee 2: Eric Tiedeman-Mau
128 Intervale Rd, Burlington, VT, 05401
781-864-6461
etiedemanmau@gardensalive.com

## 25. GENERAL CIVIL RIGHTS PROVISIONS

Lessees agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessees transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

This provision obligates the Lessees for the period during which the property is owned, used, or possessed by the Lessee. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## 26. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Lessees will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessees will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessees for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessees of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

## 27. FEDERAL CIVIL RIGHTS PROVISION

No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of property and facilities made available or leased to Lessee; the construction of any improvements on, over, or under said property and facilities; or the furnishing of services thereon. Lessees shall comply with the Nondiscrimination Acts and Authorities as set out below and as they may be amended from time to time.

**A.** The Lessees shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

**B.** In all solicitations, either by competitive bidding, or negotiation made by Lessees for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Lessees of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

**C.** In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and re-enter and repossess the underlying property and facilities and hold the same as if the Agreement had never been made or issued.

**D.** During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

    i. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

    ii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

    iii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**28. LIVABLE WAGE**

The City has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds $15,000 for any twelve-month period.

Lessees shall comply with the livable wage ordinance to the extent that it is a covered employer under the ordinance and the ordinance is otherwise applicable. Lessees shall also require any contractors or agents performing work at the Leased Property to comply with the livable wage ordinance.

**29. MORTGAGES**

At the option of the City, this Lease shall be subordinate to any mortgage or other security interest by the City which from time to time may encumber all or part of Leased Property so long as the City's lender shall agree in writing in a form reasonably acceptable to Lessees that such lender will not disturb Lessee's possession and rights under Lease so long as Lessees remains in compliance with Lease.

**30. ESTOPPEL CERTIFICATE**

Each Party shall—within thirty (30) business days after request by the other Party—execute and deliver to the requesting Party, or the party designated by the requesting Party, a statement certifying: (i) that Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Lease is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under Lease, and, if so, specifying each default; and (iii) any other information reasonably requested concerning Lease.

**31. BROKER COMMISSIONS**

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and without prejudice to Lessee's general indemnification and defense obligation hereunder, Lessees agrees to indemnify and hold harmless the City for all claims or demands of any

other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

## 32. GENERAL PROVISIONS

**A. Assignment.** Lessees shall not assign this Lease or sublet any part of the Leased Property without the expressed written consent of the City.

**B. Binding Effect.** All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

**C. Captions.** The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

**D. Counterparts.** This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement.

**E. Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. By and through execution of this Lease, the prior temporary license agreement executed between the Parties as of Fall 2024 is extinguished and supplanted hereby.

**F. Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Property upon the Effective Date hereof.

**G. Modification.** Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.

**H. Interpretation.** The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

**I. Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable, and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**J. Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessees fails to perform or comply as required.

**K. Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties

receive as a result of this Lease are incidental to the Lease and do not create any rights for such third parties.

**L. Waiver.** No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**M. Public Records.** All records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages, or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**N. Illegal Substance.** Lessee, Lessee's employees, and Lessee's patrons are prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.

**O. Attorneys' Fees**. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**P. Municipal Rights**. Nothing herein shall be deemed a waiver of Landlord's regulatory authority as a city.

## 33. ATTACHMENTS

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

**A. Attachment A:** Leased Property Description and Map

**B. Attachment B:** Insurance Requirements

*— Signature Pages to Follow —*

**34. SIGNATURE PAGE 1.**

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

**The Parties hereto have executed this Lease Agreement**

**LESSEE 1**
**The Intervale Center**
_____, _____, VT ___

By: _____

Name: Amanda Carrubba_____

Title: _Director of Finance & Operations_____

Date: _____

**LESSEE 2**
**Gardens Alive, D.B.A Gardener's Supply**
_____, _____, VT ___

By: _____

Name: Eric Tiedeman-Mau___

Title: Retail Operations Manager_____

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____(date) by _____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

**35. SIGNATURE PAGE 2.**

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**The Parties hereto have executed this Lease Agreement**

**City of Burlington**
**149 Church Street, Burlington, Vermont 05401**

By: _____

Name: Mayor Emma Mulvaney-Stanak_____

Title: Mayor of the City of Burlington, Vermont_____

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____(date) by _____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

**ATTACHMENT A**

Leased Property Description[s] and Map[s]



## ATTACHMENT B

## INSURANCE REQUIREMENTS

As used in this form, "Contractor" shall mean the lessee/tenant. Insurance shall be maintained throughout the term, and the lessee/tenant shall provide certificates of insurance and endorsements reasonably acceptable to the City prior to the Effective Date of the lease and annually during the term. These requirements shall also be satisfied by any subtenant authorized by the City and by any contractors, subcontractors, consultants, or subconsultants doing work of any kind or nature in the Property that could create liability for the City of any kind or nature.

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

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

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

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

1. Property 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 Property $ 250,000

6. Med. Expense (Any one person) $ 5,000

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

1. Bodily Injury by Accident: $500,000 each accident

2. Bodily Injury by Disease: $500,000 policy limit, $500,000 each employee

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

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

3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City.

**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: CEDO Submitter: Johanna Schneider

Title/Subject: Lease of 99 Intervale Rd to The Intervale Center and Gardens Alive

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | Click or tap to enter a date. |
| ☐ | City Council | Click or tap to enter a date. |
| ☒ | Both BOF and Council | 7/13/2026 |

**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 | 6/26/2026 | Will Clavelle |
| Mayor's Office | Yes | 6/29/2026 | Lisa Gerlach |
| 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 | 6/26/2026 | 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 | 7/6/2026 | 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. |

# Burlington City Council

To: City Council

From: Ben Traverse, City Council President

Date: July 13. 2026

Re: Regular Schedule of City Council Meetings From September 14, 2026 to February 8, 2027

Monday, September 14, 2026

Monday, September 28, 2026

Monday, October 5, 2026

Monday, October 26, 2026

Monday, November 9, 2026

Monday, November 23, 2026

Monday, December 7, 2026

Monday, December 21, 2026

Monday, January 11, 2027

Monday, January 25, 2027

Monday, February 8, 2027

**City Council Motion:** to approve the above list of meetings through February 8, 2027

**Resolution Relating to**

AUTHORIZATION TO ENTER INTO A CAPITAL LEASE PURCHASE AGREEMENT WITH M&T BANK FOR AIRPORT IMPROVEMENTS

**RESOLUTION_____**
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

# CITY OF BURLINGTON

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

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

That WHEREAS, the City of Burlington, Vermont (the "City") owns and operates the Patrick Leahy Burlington International Airport (the "Airport"); and

WHEREAS, Section 48(50) of the City Charter authorizes the City to acquire and hold by lease, purchase, or gift and to maintain a public aviation field and municipal airport and to properly equip the same for use, and to manage and control such aviation field and its equipment; and

WHEREAS, Section 276(2) of the City Charter gives the City Council the exclusive general management and control of all lands owned or leased and used by the City for the purpose of a municipal airport, and of all buildings, property, and equipment of the City thereon, and authorizes the City Council to see that the same are kept in good condition and repair; and

WHEREAS, Section 64b(b) of the City Charter authorizes and empowers the City to improve its airport for the purposes of providing expanded service and facilities to the users of the airport; and

WHEREAS, Section 55 of the City Charter grants the City Council the exclusive power to authorize a sale or lease of any real or personal estate belonging to the City; and

WHEREAS, the Airport's existing maintenance and storage building does not provide adequate storage to protect the Airport's snow removal equipment, as required by Federal Aviation Administration ("FAA") regulations; and

WHEREAS, the City desires to finance the construction of a new snow removal equipment building to replace its current maintenance and storage building in order to meet FAA regulations (the "Project") though lease financing, pursuant to which the City will (i) enter into a ground lease for the real property where the Project will be constructed (the "Property") with the financial institution providing the lease financing (the "Lessor"); (ii) construct the Project using the proceeds of the lease financing; and (iii) enter into a lease-purchase agreement with the Lessor to lease back the Property and the improvements thereon, with the City making lease payments, subject to annual appropriation by the City Council, and acquiring ownership upon repayment in full of the lease financing; and

WHEREAS, the City and the Airport have solicited proposals from qualified financial institutions to

provide for such lease financing (the "Financing"); and

WHEREAS, the Airport has selected M&T Bank's proposal as the best proposal for the Financing; and

WHEREAS, the City expects that the FAA will authorize the collection of Passenger Facility Charges ("PFCs") to reimburse the City for the cost of the Project and that the same is expected to be pledged for the repayment of the Financing;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that it is in the City's best interests to finance the Project through a lease financing agreement, in an amount not to exceed $26,500,000, at an interest rate not to exceed 6.00% per annum, for a term not to exceed twenty (20) years, and where the lease payments shall be subject to annual appropriation by the City Council; and

BE IT FURTHER RESOLVED that the City is authorized to open a construction account with M&T Bank or Zions Bancorporation, National Association to hold the proceeds of the Financing during the construction of the Project; and

BE IT FURTHER RESOLVED that the ground lease and lease-purchase agreement with M&T Bank (the "Lease Documents") in substantially the form presented to the City Council are approved and that the Mayor and Chief Administrative Officer are authorized to execute, acknowledge and deliver the such Lease Documents (with such changes as the Mayor and the Chief Administrative Officer may deem necessary and in the City's best interest) and to affix the City's official seal to the Lease Documents and attest to the same, it being understood that, pursuant to Section 55 of the City Charter, the signature of the Mayor shall be required on the Lease Documents; and

BE IT FURTHER RESOLVED that the Mayor, Chief Administrative Officer, Director of Finance, Assistant Director of Finance, and the Director of Aviation of the Airport (the "Authorized Officers") are, and each one of them individually is, authorized to execute, acknowledge and deliver any additional agreements, certificates, and documents related to the Lease Documents that such Authorized Officer deems to be necessary and desirable in connection with the Financing, all subject to the prior review and approval of the City Attorney or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the Authorized Officers are hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary to properly carry out this resolution and the closing of the Financing for the Project; and

BE IT FURTHER RESOLVED that the Fiscal Year 2027 budget for the Airport adopted by the City Council includes an appropriation for an amount sufficient to make the lease payment for Fiscal Year 2027 under the Lease Documents; and

BE IT FURTHER RESOLVED that to the extent permitted by applicable law, the City Council hereby appropriates any PFCs authorized by the FAA in connection with the Project and collected by the Airport for the payment of the Financing; and

BE IT FURTHER RESOLVED that the City Council ratifies the actions taken by City officers in connection with obtaining the Financing.

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

FROM: Patrick Leahy Burlington International Airport (BTV)
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering, and Sustainability

DATE: June 29, 2026
July 13, 2026

SUBJECT: Request to Accept and Execute a Lease-Finance Agreement and a Contract Agreement with Engelberth Construction, Inc (ECI) for the construction of the Snow Removal Equipment (SRE) building and execute a Contract Agreement with Passero Associates, Inc (PA) for the construction oversight services of the SRE building.

---

**REQUEST**

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks to:

1. Execute an Agreement with Engelberth Construction, Inc (ECI) for the construction of the SRE building.
2. Execute an Agreement with Passero Associates, Inc (PA) for the construction oversight services of the SRE building.
3. Execute a Lease-Finance Agreement with M&T Bank for the construction financing of the SRE building.
4. Create a budget neutral capital project to the Fiscal Year 2027 BTV Airport Improvement Project Fund related to this construction project to increase lease proceeds and capital expenditures by $26,500,000

**Background Information-Project Description**

This project is the result of the SRE Building Alternatives Study which determined the project parameters, identified the site along with building design layout that has been chosen by BTV. The SRE building will be constructed near Taxiway G in the northwest corner of the field at the Airport to meet

the applicable FAA advisory circulars for Snow Removal Equipment Buildings and Airfield Design. The construction will consist of a building with approximately 44,500 SF of gross floor area, an estimated 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway Golf. The relocation of FAA equipment that is required to be moved due to the addition of this new building. The FAA granted funds to accomplish the alternatives study and design of this relocation.

The construction of the SRE building requires the relocation of conduit that is owned by the FAA. This consists of the FAA Administrative oversight and review of design and construction aspects related to this conduit relocation. FAA is the owner of the conduit requiring this oversight.

**PROJECT APPROACH**

Engelberth Construction, Inc. was selected through a competitive bid process in January 2026. There was a total of 3 bids. ECI was the lowest responsive, responsible comprehensive bid.

Passero Associates (PA) was selected to provide the construction oversight through the Airport's selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over $100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the IFE.

**Benefits:**

The FAA requires that certain equipment that is funded with FAA grants to be stored in an enclosed building. BTV has been challenged by this requirement because the existing maintenance and storage building was not sized to accommodate the required equipment to house this airport equipment needed for snow removal events. The equipment includes, but is not limited to, large front-end loaders, very large multi-tasking equipment which includes a plow, sweeper and blower, snow blower trucks and plow trucks. This new facility will allow us to meet this requirement.

**Funding:**

The funding will consist of a fifteen-year lease/finance. The funding is backed and will be paid for primarily (85.61%) with the Airport's passenger facilities charges (PFC). The remaining 14.39% will be paid from our airfield operating budget. The Airport has prepared a new PFC application which would allow the Airport to use PFC funds for lease payments. The Airport expects to receive FAA approval by July 15th. The Airport issued a request for lease proposals for the project in May, and received two proposals June 4th. The Airport selected M&T Bank as the best proposal. M&T Bank

quoted a 4.88% interest rate. The Airport is working with the City Attorney Office, Thomas Melloni from Paul Frank & Collins, and PFM to structure the actual Lease. The final lease document will be subject to approval by the City Attorney's office.

**Budget FY 2027:**

The FY 2027 budget needs to be amended to reflect the lease proceeds and related construction capital expenditures. Regarding the FY 2027 lease principal and interest payments, these were already included in our annual Airport budget request submitted to the City.

| Org Set | GL Account | Account Name | Increase |
|---|---|---|---|
| Expense | | | |
| 422-35-700-914 | 9500_110 | Capital Expenditures | $ 26,500,000 |
| | | **Total Expense** | **$ 26,500,000** |
| Revenues | | | |
| 422-35-700-914 | 4870 | Lease proceeds | $ 26,500,000 |
| | | **Total Revenues** | **$ 26,500,000** |

**PROPOSED MOTIONS:**

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Engelberth Construction, Inc. for up to $24,284,655.63 with a 3.3% contingency for an amount up to $25,087,498 for the construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by the City Attorney's Office."

2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Passero Associates, Inc. for up to $1,367,300.00 with a 3.3% contingency for an amount up to $1,412,502 for the for the construction oversight services of the Snow Removal Equipment Building (SRE) construction, and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by the City Attorney's Office."

3. "To approve and recommend that the City Council authorize the Director of Aviation to execute a lease/finance agreement with M&T Bank in the amount of $25,651,955.63 with a 3.3% contingency for an amount up to $26,500,000 for the oversight and construction of the Snow Removal Equipment Building (SRE), any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by legal counsel"

4. "To approve and recommend that the City Council authorize the Director of Aviation to take such further actions, and to approve such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

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

City Council

1. "To authorize the Director of Aviation to execute a contract agreement with Engelberth Construction, Inc. for up to $24,284,655.63 with a 3.3% contingency for an amount up to $25,087,498 for the construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as form by the City Attorney's Office."

2. "To authorize the Director of Aviation to execute a contract agreement with Passero Associates, Inc. for up to $1,367,300.00 with a 3.3% contingency for an amount up to $1,412,502 for the for the construction oversight services of the Snow Removal Equipment Building (SRE) construction, and any other related documents necessary or convenient to effect the transaction subject to review and approval as to form by the City Attorney's Office."

3. "To authorize the Director of Aviation to execute a lease/finance agreement with M&T Bank in the amount of $25,651,955.63 with a 3.3% contingency for an amount up to $26,500,000 for the oversight and construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by legal counsel."

4. "To authorize the Director of Aviation to take such further actions, and to approve such further

instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

5. To waive the reading and adopt the attached resolution.

DRAFT: June 24, 2026
For purposes of discussion

# SNOW REMOVAL EQUIPMENT BUILDING

# PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT (BTV)

## LEASE-PURCHASE AGREEMENT

## $[26,500,000]

## CITY OF BURLINGTON, VERMONT

## AND

## M&T BANK

THIS LEASE-PURCHASE AGREEMENT (this "Lease Agreement") dated as of July ___, 2026 (the "Effective Date") by and between M&T Bank, a banking corporation with a business address of 77 Pine Street, Burlington, Vermont (the "Lessor") and the City of Burlington, Vermont, a municipal corporation, organized and existing under and by virtue of the laws of the State of Vermont and operating a municipal airport (the "City").

W I T N E S S E T H:

That for and in consideration of the mutual promises and agreements herein contained, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease, have the meanings herein specified.

"Additional Rental Payments" mean those payments to be paid by the City to the Lessor in an amount sufficient to pay any taxes, assessment charges, utility charges, maintenance and repair costs of the Project.

"Airport" means the Patrick Leahy Burlington International Airport owned and operated by the City.

"Airport General Bond Resolution" means the City of Burlington General Bond Resolution Authorizing the Issuance of Airport Revenue Bonds adopted May 6, 1997, as the same may be amended and supplemented.

"Aviation Director" means the duly appointed Director of Aviation at the Airport.

"Base Rental Payments" mean those payments required to be paid by the City to the Lessor, as assignee of the Lessor, as rent for the use and occupancy of the Leased Premises, excluding any Additional Rental Payments.

"Bond Counsel" means initially Paul Frank + Collins P.C. or such other attorney or other firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions (including the tax status of interest thereon) is nationally recognized.

"Business Day" shall mean calendar days other than (a) Saturdays, Sundays, legal holidays in the State of Vermont, and (b) days on which banks are not authorized to be open for business in the State of Vermont, the City of Burlington, Vermont, or New York, New York.

"Construction Fund" means an interest bearing account in the name of the City to be established and held at [ ][1] and used by the City for the construction, acquisition and installation of the Facilities.

"FAA" means the Federal Aviation Administration and any successor federal avaitiion agency.

"Facilities" means the Snow Removal Equipment (SRE) building and facility to be constructed and used by the City, together with all structures and improvements related thereto, as more particularly identified in Exhibit B, attached hereto and incorporated by reference.

"Fiscal Year" means the fiscal year as established from time to time by the City, being on the date hereof, the period from July 1 to and including the following June 30.

"Lease Term" means the term of this Lease as provided in Section 2.3 hereof.

"Leased Premises" means the Site and the Facilities.

"Lessor" means M&T Bank, and its successors and assigns.

"PFC Revenues" means the Passenger Facility Charges authorized by the FAA with respect to the Facilities.

"Project" means the construction, acquisition, installation, improvement, and equipping of the Facilities on the Site to serve the Airport.

"Site" means that certain real property located in the City of Burlington, Vermont consisting of real property on which the Facilities are located, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

"Site Lease" means that certain Site Lease dated as of even date hereof, between the City, as lessor of the Site, and the Lessor, as lessee of the Site and the Facilities, as amended or supplemented.

"Taxable Event" means the occurrence after the date of this Lease Agreement of a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that the interest component of the Base Rental Payments paid or payable under this Lease Agreement is or was includable in the gross income of Lessor for federal income tax purposes; provided that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of Lessor, and until the conclusion of any appellate review, if sought. A Taxable Event does not include and is not triggered by a change in law by U.S. Congress that causes the interest to be includable in Lessor's gross income.

[1] To be determined.

Section 1.2. Exhibits. The following exhibits are attached to, and by reference made apart of, this Lease.

Exhibit A: Site Description

Exhibit B: Description of Facilities

Exhibit C: Schedule of Base Rental Payments.

## ARTICLE II
## GRANTING PROVISIONS

Section 2.1. Deposit of Moneys; Construction and Acquisition of Project.

(a) On the Effective Date, the Lessor shall cause to be deposited into the Construction Fund the sum of $[26,500,000]. The Lessor agrees to acquire, or cause the acquisition of, the Project, pursuant to the Site Lease, and to enter into this Lease Agreement. The Lessor shall use the Leased Premises solely for leasing to the City pursuant to this Agreement; provided, however, that in the event of default by the City hereunder, or upon an Event of Nonappropriation (defined herein), the Lessor may exclude the City from use of the Leased Premises and exercise any of its remedies as provided in Article VI hereof.

(b) Lessor hereby appoints the City as its agent to carry out the acquisition, construction and installation of the Project.

(c) The City, as agent of the Lessor, may enter into any purchase order, payment agreement, service contract, insurance contract, delivery agreement or installation contract required for acquisition, purchase, operation, maintenance, repair, installation, and replacement of the Facilities. The Lessor shall have no responsibility as to the acquisition, purchase, operation, maintenance, repair, installation, and replacement of the Facilities.

(d) The City, as agent of the Lessor, shall have sole responsibility for and shall supervise the purchase, acquisition, operation, maintenance, repair, installation and replacement of any part of the Project. The City shall monitor the performance by any vendor, contractor, supplier, or installer to the extent the City deems appropriate.

(e) Payment of the costs of acquiring the Project shall be made from the moneys deposited in the Construction Fund.

(f) The Lessor hereby assigns to the City all rights and powers to enforce in its own name or the name of the Lessor such purchase orders or construction contracts as are required for the acquisition, construction, operation, maintenance, repair, and installation of the Project and all warranties and guarantees with respect thereto which enforcement may be at law or in equity.

(g) The City shall pay the Lessor a one-time administrative fee of $20,000, due upon the execution and delivery of this Lease Agreement. The City shall reimburse the Lessor for legal

fees reasonably incurred in connection with this Lease Agreement in an amount not to exceed $2,000.

(h) This Lease Agreement is subject to the approval of the collection of the PFC Revenues for the Facilities by the FAA.

(i) The City shall provide the Lessor with an opinion of Bond Counsel as to the exclusion from gross income of the interest component of the Base Rental Payments.

Section 2.2. Granting of Leasehold Estate.

(a) The Lessor hereby rents, leases, lets and agrees to lease and sell to the City, and the City hereby rents, leases and hires from the Lessor, the Project, for the rental payments and upon and subject to the terms and conditions herein contained.

(b) The leasing by the Lessor to the City of the Leased Premises shall not effect or result in a merger of the City's leasehold estate pursuant to this Lease and any fee interest in the Leased Premises pursuant to the terms of the Site Lease, throughout the term of the Site Lease and this Lease Agreement. As to the Leased Premises leased under the Site Lease, this Lease Agreement shall be deemed to and constitute a sublease.

Section 2.3. Lease Term.

(a) This Lease Agreement shall become effective upon the Effective Date, and subject to earlier termination upon payment in full of all remaining Base Rental Payments and all other amounts due under this Lease Agreement, shall terminate on [August 1, 2041].

(b) Notwithstanding the foregoing, this Lease is subject to annual appropriation by the City and the City shall be obligated only to pay Base Rental Payments pursuant to the Lease Agreement as may lawfully be made from (i) funds budgeted and appropriated for that purpose during the City's then-current Fiscal Year (July 1 to June 30 of each year), or (ii) funds made available from any lawful source.

(c) In the event the City fails, before the last day of the then-current Fiscal Year, to appropriate funds to enable payment of the Base Rental Payments to become due during the next succeeding Fiscal Year, the Lease Agreement shall terminate on the last day of the then-current Fiscal Year without penalty or expense to the City of any kind whatsoever, and the City's rights to possession of the Project shall cease on such date.

Section 2.4. Possession and Use of the Leased Premises.

(a) The Lessor covenants and agrees that as long as the City shall not be in default under this Lease Agreement, the City shall have sole and exclusive possession of the Leased Premises and shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Lease Term. The Lessor covenants and agrees that it will not take any action, other than pursuant to Article VI of this Lease Agreement, to prevent the City from having quiet and peaceable possession and enjoyment of the Leased Premises during the Lease Term and will, at

the request of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Leased Premises and will defend the City's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the City shall have the right to use the Leased Premises for any lawful governmental purpose as may be allowed under applicable law. The City shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Leased Premises as to the manner of use or the condition of the Leased Premises. The City shall also maintain the necessary insurance required to be provided pursuant to the provisions of Article V hereof. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this section. Notwithstanding any provision contained in this section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, and during such contest or review the City may refrain from complying therewith.

Section 2.5. Title to the Leased Premises. Title to the Leased Premises shall be vested in the City but the Lessor shall have a leasehold interest in the Leased Premises pursuant to the Site Lease. The Lessor or its assigns shall convey all rights and interests in the Leased Premises to the City upon the payment of all of the Base Rental Payments, and all other amounts due and owing pursuant to this Lease Agreement.

## ARTICLE III
## ACQUIRING THE PROJECT

Section 3.1. Acquiring the Facilities. The City shall diligently proceed to acquire, or cause to be acquired, the Facilities. Upon commencement of this Lease, the City shall take possession of the Leased Premises in its "as is" condition.

Section 3.2. Payment for Project Costs. All costs of the Project shall be paid by the City from moneys in the Construction Fund. [The Lessor covenants and agrees that it will not make or cause or permit to be made any use of the money in the Construction Fund in any way so as to cause the interest component of the Base Rental Payments to become included in gross income for federal income tax purposes.][2]

Section 3.4. Surplus in the Construction Fund. After completion of the Project at the Site and subject to the prepayment option of the City set forth in Section 4.1(e), the City may apply any remaining moneys then in the Construction Fund to the payment of Base Rental Payments as they become due.

## ARTICLE IV
## PAYMENT PROVISIONS

[2] Include if M&T will hold the Construction Fund.

Section 4.1. Base Rental Payments.

(a) The City covenants and agrees that at least three (3) Business Days before each July 15 and January 15 of each Fiscal Year for which an Event of Nonappropriation (hereinafter defined) has not occurred, beginning January 15, 2027, it will make a Base Rental Payment to the Lessor in the amount set forth in Exhibit C. A portion or all of each Base Rental Payment is paid as, and represents the payment of, interest and the balance of each Base Rental Payment is paid as, and represents the payment of, principal. Exhibit C hereto sets forth such components for each Base Rental Payment.

(b) As of the Effective Date, the City shall deposit with the Lessor, in an account established with the Lessor, an amount equal to the Base Rental Payments due for the current fiscal year, which funds shall be used to make the Base Rental Payments for the current fiscal year when due.

(c) All Base Rental Payments provided for in this Section shall be paid by the City directly to the Lessor.

(d) If any Base Rental Payment is paid later than ten (10) days from the due date, the City shall pay Lessor on demand a late charge of five percent (5%) of such overdue amount, or twenty-five dollars ($25.00), whichever is greater, limited, however, to the maximum amount allowed by law.

(e) The City shall have the following options (but not the obligation) to prepay amounts due under this Lease, without premium or penalty, by providing the Lessor with at least 5 Business Days' notice: (i) on or after July 2, 2033, the City may prepay all or any portion of the total remaining Base Rental Payments due under this Lease Agreement and (ii) to the extent there are remaining funds in the Construction Fund following completion of the Project, the City may use up to $1,000,000 of such remaining funds to prepay amounts outstanding under this Lease Agreement.

Section 4.2. Consideration; Lease Payments to Not Constitute Debt.

(a) The Base Rental Payments hereunder for each Fiscal Year during the Lease Term shall constitute the total rent payable for said Fiscal Year and shall be paid by the City for and in consideration of the right of use and occupancy, and the continued quiet use and enjoyment, of the Leased Premises for and during said Fiscal Year. The portion of each Base Rental Payment paid as the interest portion of such Base Rental Payments represents the payment of interest on the outstanding aggregate principal amount of the lease-purchase financing contemplated by this Lease Agreement. In making such determination, consideration has been given to the costs of acquisition, construction and financing of the Project, the uses and purposes which will be served by the Project and the benefits therefrom which will accrue to the parties to the Agreement and the general public by reason of the Project.

(b) The City and the Lessor understand and intend that the obligation of the City to pay the Base Rental Payments and any other additional amounts hereunder constitutes a current expense of the City and shall not in any way be construed to be debt of the City in contravention of any applicable constitutional or statutory or charter limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the City, nor a pledge of the credit of the City.

Section 4.3. Additional Payments. Subject to any Event of Nonappropriation, the City shall pay as Additional Rental Payments in the following amounts:

(a) All fees, charges and expenses, for maintenance and operation of the Facilities.

(b) Any other payments of whatever nature which the City has agreed to pay or assume under the provisions of the Lease Agreement.

Except as specified herein, during any Fiscal Year for which the City has appropriated for Base Rental Payments under this Lease Agreement, the City shall not be liable for any Additional Rental Payments to the Lessor on account of its lease of the Leased Premises.

Section 4.4. Credits to Lease Payments. Upon the completion of the Project, the balance, if any, on deposit in the Construction Fund may be used by the City for payment of the Base Rental Payments in inverse order of maturity.

Section 4.5. Nonappropriation. If, by July 1 of any Fiscal Year, sufficient funds have not been appropriated for the purpose of paying the Base Rental Payments and all other amounts required to be paid by the City under the Lease Agreement in the next succeeding Fiscal Year (an "Event of Nonappropriation"), the City shall deliver written notice thereof (a "Notice of Nonappropriation") to the Lessor within ten (10) calendar days following such date. Upon receipt by the Lessor of a Notice of Nonappropriation, the City's obligation to make Base Rental Payments and other payments under the Lease Agreement shall terminate as of the end of the then current Fiscal Year; provided, however, such termination shall not become effective at the end of the then current Fiscal Year if, prior to the end of such Fiscal Year, the City shall deliver to the Lessor a written statement to the effect that it reasonably expects sufficient funds for the next succeeding Fiscal Year to be appropriated therefor, and in such event the Lease Term shall continue into the next Fiscal Year so long, but only so long, as there is an appropriation available from which to make the Base Rental Payments, and the Lessor is furnished with a resolution adopted by the City Council of the City to that effect.

Section 4.6. Obligations of the City Absolute and Unconditional During any Fiscal Year. The obligations of the City under this Lease Agreement to make Base Rental Payments during any Fiscal Year for which funds have been appropriated therefor by the City on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, any change in the

tax or other laws of the United States of America, the State of Vermont or any political subdivision thereof, any change in the Lessor's legal organization or status, or any default of the Lessor hereunder, and regardless of the invalidity of any action of the Lessor, and regardless of the invalidity of any portion of the Lease Agreement.

Section 4.7 Defeasance of Base Rental Payments. The City may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the remaining principal and interest components of the Base Rental Payments, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Project and the Leased Premises shall terminate. The City shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Base Rental Payments is not adversely affected.

## ARTICLE V
## MAINTENANCE, OPERATING COSTS, TAXES AND INSURANCE; FINANCIAL COVENANTS

Section 5.1. Maintenance and Operation; Improvements.

(a) The City shall, at its own expense, maintain or cause to be maintained the Leased Premises and all improvements thereon in good order, condition and repair. The City shall provide or cause to be provided all security, electric power, telephone, light, heating and water, and all other public utility services. It is understood and agreed that in consideration of the payment by the City of the rental herein provided for the Lessor is only obligated to furnish the Leased Premises, and the Lessor shall have no obligation to incur any expenses of any kind or character in connection with the management, operation or maintenance of the Leased Premises during the Lease Term. The City shall keep the Leased Premises and any and all improvements thereto free and clear of all liens, charges and encumbrances except for permitted encumbrances.

(b) The City shall have the right during the Lease Term to make any additions or improvements to the Leased Premises, to attach fixtures, structures or signs, and to affix any personal property to the improvements on the Leased Premises, provided the use of the Leased Premises for the purposes contemplated in this Lease Agreement are not impaired, and provided further that such addition or improvement will not cause the interest component of the Base Rental Payments to become subject to federal income taxation. Title to all personal property placed in any of the improvements on the Leased Premises shall remain in the City.

Section 5.2 Insurance. The City shall, at its expense, keep the Facilities insured against all of the following at the earliest date that any such insurance is obtainable:

(a) Loss or damage by fire and other perils covered by the broadest form of extended coverage insurance generally available from authorized insurers, in an amount equal to 100% of the full replacement cost of the Facilities.

(b) Claims for bodily injury and property damage, under a policy of general public liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Except as hereinafter provided, all insurance policies required hereby shall be issued by insurers fully qualified under the laws of the State to provide insurance in the State. Each policy shall include as named insured, the Lessor and the City as their interests may appear. Inclusion of members, officers, agents and employees of the Lessor as insured parties is not intended to and shall not constitute a consent to or an agreement that such members, officers, agents and employees shall in any way be liable for any matters arising out of the acquisition, leasing, ownership or financing of the Facilities and such inclusion shall not constitute a waiver of immunity of such members, officers, agents and employees from any such liability. All casualty loss proceeds shall be payable to the City and used as provided in Section 5.3 in this Lease Agreement. All liability insurance proceeds shall be payable to the Lessor and the City as their interests may appear. The policies of insurance described above may contain standard deductible and coinsurance features. The insurance required by this Lease Agreement in the amounts, with the coverage and other features herein required, may be supplied through blanket insurance policies covering other properties of the City; provided that such blanket insurance will provide the full coverage required herein for the Facilities and at the same time provide full coverage for all other buildings and facilities covered by such blanket insurance policies unless such blanket insurance policy provide for full coverage of the Facilities prior to any overage of the other properties of the City. The insurance required pursuant to this Lease Agreement in the amounts, with the coverage and other features as required, may be supplied by a fully funded self-insurance program of the State or the City; provided that such self-insurance program will provide the full coverage required herein for the Facilities and at the same time provide full coverage for all other buildings and facilities covered by such self-insurance program.

In the event the City fails to maintain the insurance required to be maintained hereunder, the Lessor shall have the right to procure and maintain such insurance and charge the City for the cost thereof as an Additional Rental Payment under this Lease Agreement.

Section 5.3. Damage by Fire, Earthquake. In the event of destruction or damage to the Leased Premises by fire or earthquake or other casualty, the net proceeds of insurance shall be paid to the City and applied as follows, as may be determined by the City:

(a) For the repair, reconstruction, or replacement of a damaged or destroyed portion of the Facilities, following which the City shall cause such portion of the Facilities to be repaired, reconstructed, or replaced to at least the same good order, repair, and condition as they were in prior to the damage or destruction, insofar as the same may be accomplished by the use of said net proceeds.

(b) For the payment or prepayment (to the extent permitted) of the remaining Base Rental Payments or to be utilized for the defeasance of the remaining Base Rental Payments, in accordance with the terms of this Lease Agreement.

Section 5.4. Assignment; Sublease. Neither this Lease Agreement nor any interest of the City herein shall, at any time after the date hereof, without the prior written consent of the Lessor, be mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation of law, or otherwise, except as specifically provided herein. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made.

The Lessor shall not assign this Lease Agreement, or sublease the Facilities or the Site, without the prior written consent of the Lessor, unless there is an Event of Nonappropriation.

Section 5.5. Eminent Domain. If the whole of the Leased Premises, or so much thereof as to render the remainder unusable for the purposes for which the same was constructed, shall be taken under the power of eminent domain, then this Lease Agreement shall terminate as of the day possession shall be so taken. If less than the whole of the Leased Premises shall be taken under the power of eminent domain, and the remainder is usable for the project purposes, then this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking (and the parties waive the benefit of any law to the contrary), in which event there shall be a partial abatement of the rent hereunder in an amount equivalent to the amount by which the annual payments of the Base Rental Payments will be reduced in any applicable year but only to the extent of the application of any award in eminent domain to the prepayment of Base Rental Payments.

Any net proceeds from an award in eminent domain proceedings for taking or damaging the Leased Premises in whole or in part shall be paid to the Lessor and applied to the payment of Base Rental Payments. The City shall contest any eminent domain award which is less than the amount of the unpaid principal portion of the remaining Base Rental Payments.

In the event the amount paid to the Lessor shall be more than sufficient to pay all remaining Base Rental Payments, any such excess shall be paid to the City.

Section 5.6. Operating Costs, Utilities and Expenses. The City shall, at its sole cost and expense, pay all costs incurred in the operation of the Facilities, or arising in connection therewith, including but not limited to all governmental charges or taxes (or payments in lieu of taxes), if any, levied on the Facilities or the operation thereof, and all charges for utility services supplied to, or used in the operation of, the Facilities. It is the intention of the parties hereto that, insofar as the same may be lawfully done, the Lessor shall be free from all costs, expenses and obligations of operation and maintenance of the Facilities, except as otherwise expressly provided herein, and free from all taxes, assessments and other governmental charges, and that this Lease Agreement shall be a "triple net lease" and the City shall (subject to an Event of Nonappropriation) pay Base Rental Payments and Additional Rental Payments throughout the Lease Term.

Section 5.7 Financial Reporting.

(a) The City shall make publicly available its annual audited financial statements within 275 days of the end of each Fiscal Year and its annual budget within 60 days after adoption

of the same, and shall provide Lessor with any other financial information the Lessor may reasonably request.

(b) Within 275 days after each end of each Fiscal Year, the City shall provide to the Lessor a compliance certificate signed by the Aviation Director or the Chief Financial Officer of the Airport setting forth the calculations of the financial covenants in Section 5.8 hereof in reasonable detail.

Section 5.8 Financial Covenants.

(a) The City shall maintain a debt service coverage ratio for the Airport of not less than 1.25 to 1.00 for each Fiscal Year, as determined and calculated in accordance with the Airport General Bond Resolution. Such debt service coverage ratio shall be tested annually.

(b) The City shall maintain an operating coverage ratio for the Airport of no less than 1.5 to 1.0 for each Fiscal Year, as determined and calculated in accordance with the Airline Agreement that the City maintains with long-term carriers servicing the Airport. For the avoidance of doubt, Base Rental Payments or any Additional Rental Payments required to be paid under this Lease Agreement shall not constitute operation and maintenance expenses for purposes of calculating the operating coverage ratio set forth in this Section.

(c) The Airport shall maintain days cash on hand of not less than 200 days as of the end of each Fiscal Year, as determined and calculated in accordance with the annual operating agreement submitted by the Airport to Digital Assurance Certification (DAC).

## ARTICLE VI
## EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. The term "Events of Default" shall mean, whenever used in this Lease Agreement, the occurrence and continuation of any one or more of the following events:

(a) Failure to pay the Base Rental Payments or Additional Rental Payments required to be paid under Article IV at the times specified therein, other than upon an Event of Nonappropriation.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to the City by the Lessor; provided, however, that if said default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

(c) The City shall abandon or vacate the Facilities.

(d) The City's interest in this Lease or any part thereof shall be assigned or transferred without the written consent of the Lessor, either voluntarily or by operation of law.

(e) The City shall file any petition or institute any proceedings wherein or whereby the City asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or for any other similar relief.

(f) Any such petition or any such proceedings of the same or similar kind or character shall be filed, instituted or taken against the City, seeking the City to be adjudicated bankrupt, or asks, seeks or prays for a reorganization or to effect a readjustment of the City's debts;

Section 6.2. Remedies. If the City should, after notice of an Event of Default, fail to remedy any default with all reasonable dispatch within thirty (30) days of the date of such event of default, then the Lessor shall have the right, at its option, without any further demand or notice, (i) to terminate this Lease Agreement and to reenter the Leased Premises and eject all parties in possession thereof therefrom, using all necessary force so to do, and re-let, or lease, the Leased Premises, or (ii) to re-enter the Leased Premises and eject all parties therefrom, using all necessary force so to do, and, without terminating this Lease Agreement, re-let the Leased Premises, or any part thereof, as the agent and for the account of the City upon such terms and conditions as the Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first toward payment of all sums due or to become due to the Lessor hereunder including the Base Rental Payments and Additional Rental Payments due hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, the City shall, subject to an Event of Nonappropriation, pay the Lessor annually any cumulative deficiency existing on the date hereunder, and thereafter to the expenses of re-letting and collection, including necessary renovation and alteration of the Leased Premises, reasonable attorney's fees, and any real estate commissions actually paid. The City, in the event of a default, waives all rights to any rental payments received by the Lessor through re-letting of the Leased Premises, should such rental payments be in excess of rental payments due from the City under this Lease Agreement. The foregoing remedies of the Lessor are in addition to and not exclusive of any other remedy of the Lessor. Any such re-entry shall be allowed by the City without hindrance and the Lessor shall not be liable in damages for any such re-entry or be guilty of trespass. Notwithstanding the foregoing, in the event the Lessor re-lets the Leased Premises in accordance with this Section, the Leased Premises shall only be used for airport purposes in compliance with FAA regulations and applicable law.

Section 6.4. Waiver. The waiver by the Lessor of an Event of Default or a breach of any provision of this Lease Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## ARTICLE VII
## SPECIAL COVENANTS

Section 7.1. Surrender of Possession. Upon accrual of the Lessor's right of re-entry because of an Event of Nonappropriation or upon the City's default hereunder or upon the cancellation or termination of the Lease Agreement for any reason, the City shall peacefully surrender possession of the Leased Premises to the Lessor.

Section 7.2. Right of Access to the Leased Premises. The City agrees that the Lessor and its duly authorized agents shall have the right at reasonable times (during business hours) and upon reasonable prior notice, subject to the City's usual safety and security requirements (a) to examine and inspect the Project without interference or prejudice to the City's operations, and (b) performing such work in and about the Project made necessary by reason of the City's default under any of the provisions of this Lease Agreement.

Section 7.3. Indemnification of the Lessor; Fess and Expenses.

(a) The City shall indemnify and save the Lessor (and its officers, directors, agents and employees) harmless against any loss, liability or expense resulting from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Leased Premises during the Lease Term, and against and from all claims arising during the Lease Term from (i) any condition of the Leased Premises caused by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under the Lease Agreement, (iii) any contract entered into by the City in connection with acquiring, improving and equipping the Project, and (iv) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees. The City shall indemnify and save the Lessor harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or negligence of the Lessor) incurred in or in connection with any action or proceeding brought thereon, and upon notice from the Lessor, the City shall defend it in any such action or proceeding; provided, however, this paragraph is not intended to indemnify or hold harmless the Lessor from its duties and obligations under this Lease Agreement.

(b) The City shall pay all costs and expenses of the Lessor reasonably incurred in connection with the administration and enforcement of this Lease, including fees, charges and disbursements of Lessor's counsel.

Section 7.4. Tax Covenants. The City covenants and agrees that it will not take any action, or fail to take any action, or cause or permit the Lessor to take any action or fail to take any action, if any such action or failure to take action which would adversely affect the exclusion from gross income of the interest component of the Base Rental Payments under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield of the investment any moneys held by the City from the proceeds of the Lease Agreement, the City shall take such as may be necessary.

Upon the occurrence of a Taxable Event, the interest component of the Base Rental Payments shall be increased as follows:

[To discuss level of increase][3]

Section 7.5 Appropriation of Base Rental Payments. The Aviation Director shall include, in the annual budget of the Airport presented to the City Council for approval each Fiscal Year, an amount sufficient to pay the Base Rental Payment, together with all other amounts due under this Lease Agreement, due in the next occurring Fiscal Year.

## ARTICLE VIII
## REPRESENTATIONS AND WARRANTIES

Section 8.1. Representations of the Lessor. The Lessor represents and warrants, with such representations and warranties to survive the execution of this Lease Agreement, that:

(a) It is a duly formed banking corporation, validly existing and in good standing under the laws of the State of Vermont and has full power and authority to own, and lease property.

(b) The execution, delivery, and performance of this Lease Agreement by the Lessor has been duly authorized by all necessary action. This Agreement and the Site Lease have been duly executed and delivered and constitute the legal, valid, and binding agreements of the Lessor, enforceable against the Lessor in accordance with their respective terms, subject only to (i) applicable bankruptcy, reorganization, insolvency, moratorium, and other laws of general applicability relating to or affecting creditors' rights generally, and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) There is no pending or threatened action, suit, investigation or proceeding before any governmental authority, court, or judicial body with respect to the Lessor, questioning the validity or enforceability of this Lease Agreement.

Section 8.2. Representations of the City. The City represents and warrants, with such representations and warranties to survive the execution of this Lease Agreement, that:

(a) It is a duly formed municipal corporation, validly existing and in good standing under the laws of the State of Vermont and has full power and authority to own, and lease property.

(b) The execution, delivery, and performance of this Lease Agreement by the City has been duly authorized by all necessary action. This Agreement and the Site Lease have been duly executed and delivered and constitute the legal, valid, and binding agreements of the City, enforceable against the City in accordance with their respective terms, subject only to (i) applicable bankruptcy, reorganization, insolvency, moratorium, and other laws of general applicability relating to or affecting creditors' rights generally, and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) Neither the execution, the delivery, or performance by the City of this Lease Agreement, or the Site Lease, nor the consummation by the City of any of the transactions

[3] Discuss with M&T.

contemplated herein or therein, nor the fulfillment by the City of the terms hereof or thereof, conflict with or violate, result in a breach or contravention of or constitute a default under its Charter, or any term or provision of any applicable law or the terms of any indenture, mortgage, lease, contract, note, agreement or instrument to which the City is a party or by which the City or any of its properties is bound.

(d) There is no pending or threatened action, suit, investigation or proceeding before any governmental authority, court, or judicial body with respect to the City, questioning the validity or enforceability of this Lease or the Site Lease.

(e) The Facilities shall be operated by the City to support the Airport for an essential governmental purpose and shall not be used, owned or operated by any private business.

## ARTICLE IX
## ASSIGNMENT, SUBLEASING AND SUBSTITUTION

Section 9.1. Assignment by the Lessor. So long as an Event of Nonappropriation has not occurred, the Lessor may not assign this Lease Agreement and the Site and the Facilities without the prior written consent of the City.

Section 9.2. Subleasing by the City. The City may not assign its interest in this Lease Agreement for any reason. The City may, however, sublease the Leased Premises as a whole or in part, without the necessity of obtaining the consent of the Lessor, subject, however, to each of the following conditions:

(a) The Facilities may be further subleased only to a governmental entity and only if, in the opinion of Bond Counsel, such sublease will not impair the exclusion from gross income for federal income tax purposes of the interest component of the Base Rental Payments;

(b) This Lease Agreement and the obligations of the City hereunder shall at all times during the Lease Term, remain obligations of the City, and the City shall maintain its direct relationship with the Lessor, notwithstanding any sublease;

(c) No sublease shall (i) extend for longer than the Lease Term, or (ii) allow the sublessee to in any way encumber or dispose of the Leased Premises; and

(d) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Lessor a true and complete copy of each such sublease.

## ARTICLE X
## MISCELLANEOUS

Section 10.1. Notices. Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, at the addresses of the parties set forth below:

CITY: City of Burlington
City Hall
149 Church Street
Burlington, Vermont 05401
Attention: Chief Administrative Officer
Telephone: (802) 865-7000

LESSOR: M&T Bank
77 Pine Street
Burlington, Vermont 05401
Attention: _____

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

Section 10.2. Modifications. The provisions of this Lease Agreement, including the present and all future schedules and exhibits, shall be modified only by written agreement duly executed by both parties.

Section 10.3. Severability. In the event that any provision of this Lease Agreement or the application of such provision to any party or circumstances shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Lease Agreement of the application of the provision to any party or circumstances other than those as to which the provision was held invalid, illegal, or unenforceable, shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law.

Section 10.4. Headings. Captions and headings in this Lease Agreement are for ease of reference only and do not constitute a part of this Lease Agreement.

Section 10.5. Governing Law. This Lease Agreement and any question concerning its validity, construction or performance shall be governed by the laws of the State of Vermont.

Section 10.6. Counterparts. This Lease Agreement may be executed in more than one counterpart, each of which, when executed and delivered, shall be deemed to be an original but all of which together shall be deemed a single instrument.

Section 10.7. Conventions. In this Lease Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other gender.

Section 10.8 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROJECT OR THE LEASED FACILITIES, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE

STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE LEASED FACILITIES ARE LEASED TO CITY "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY THE CITY.

City acknowledges that it has made (or will make) the selection of the Property based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. City understands and agrees that (a) any contractor or vendor is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Lease Agreement, and (b) no such waiver or alteration shall vary the terms of this Lease Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease Agreement, the Project, or the existence, furnishing, functioning or use of any item, product or service for the Project.

Section 10.9 Waiver of Jury Trial. UNLESS PROHIBITED BY LAW, THE CITY AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT OR THE ACTIONS OF LESSOR OR CITY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first written above.

LESSOR:
M&T Bank

_____
Witness

By:_____
Title: Duly Authorized Agent

CITY:
City of Burlington, Vermont

_____
Witness

By:_____
Title: Mayor and
Duly Authorized Agent

_____
Witness

By:_____
Title: Chief Administrative Officer and
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ___ day of _____, personally appeared _____, duly authorized agent for M&T Bank, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of M&T Bank.

Before me,

_____
Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ___ day of _____, personally appeared The Honorable Emma Mulvaney-Stanak, Mayor of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

_____
Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ___ day of _____, personally appeared Katherine Schad, Chief Administrative Officer of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

_____
Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

EXHIBIT A
CITY OF BURLINGTON
SITE DESCRIPTION

EXHIBIT B
CITY OF BURLINGTON
DESCRIPTION OF FACILITIES

The Snow Removal Equipment (SRE) Building Facility consists of the following:

1. A building with approximately 44,500 SF of gross floor area, an estimated 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway Golf. The relocation of FAA equipment that is required to be moved due to the addition of this new building.

2. The SRE building will be constructed near Taxiway G in the northwest corner of the field at the Airport to meet the applicable FAA advisory circulars for Snow Removal Equipment Buildings and Airfield Design.

EXHIBIT C
CITY OF BURLINGTON
SCHEDULE OF BASE RENTAL PAYMENTS

**CITY OF BURLINGTON**
**DRAFT CONSTRUCTION CONTRACT**

This Construction Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Engelberth Construction, Inc. ("Contractor"), a Vermont corporation located at 150 Water Tower Circle, Colchester, Vermont.

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

**1. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

**A.** "Contract Documents" means all the documents identified in Section 7.A.

**B.** "Effective Date" means the date on which this Contract is approved and signed by the City, as shown on the signature page.

**C.** "Party" means the City or Contractor, and "Parties" means the City and Contractor.

**D.** "Project" means the Construction of the Snow Removal Equipment (SRE) Building.

**E.** "Work" means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

**F.** **"City"** The City is the Project Owner and is an entity identified as such throughout the Contract Documents. The City shall designate in writing a representative who shall have express authority to bind the City with respect to all matters requiring the City's approval or authorization. The City's Designated Representative is a person empowered and duly authorized to make decisions on behalf of the City concerning estimates and schedules, construction budgets and Changes in the Work. The Contractor may rely on any order, consent, or approval given to the Contractor by such person.

**City's Designated Representative**
Larry Lackey, Director of Engineering
Patrick Leahy Burlington International Airport
1200 port Drive, #1
South Burlington, VT 05403

**G.** **"Contractor"** The Contractor is an entity identified as such throughout the Contract Documents. The Contractor's Designated Representative is a person empowered and duly authorized to make decisions on behalf of the Contractor. The Contractor's shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract.

**Contractor's Designated Representative**
Brendan Jones, Project Manager
150 Water Tower Circle, Suite 101
Colchester, VT 05446

**2. RECITALS**

**A. Authority**. Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

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

**C. Purpose**. The City seeks to employ the Contractor to construct a stand-alone one-story 43,000+/- sf pre-engineered metal building to provide direct access to the primary taxiway and fully within the secure perimeter of the airport to house parking spaces for 23 vehicles, including Multi-Task Equipment (MTE), plows, blowers, and loaders, office and support spaces for airport maintenance staff, and a new fuel island and separate material storage building to hold sand and runway de-icing materials.

**3. EFFECTIVE DATE & TERM**

**A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

**B. Term**. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein. Contractor shall complete the Work no later than five hundred seventy-five (575) calendar days after the Date of Commencement, subject to extensions of time granted pursuant to Owner-approved Change Orders in accordance with the Contract Documents. As stated in the Contract Damages, provisions of this Contract relating to indemnification, defense, release of liability, or warranty shall survive termination hereof.

**C. Liquidated Damages for Contractor's Delay**. Except for delays caused primarily by the City's own fault, and except in case of a force majeure event promptly reported to the City as required in the Contract Documents, if the Work is not completed by the foregoing date, the City shall be entitled to assess liquidated damages in an amount up to $3000 per day for each business day that the completion of the Work is delayed.

**D. Limitation on City's Delay Damages** the City is ***not*** responsible for payment of

damages for: (1) delays not caused by the City's sole fault, (2) delays caused by force majeure events beyond the City's reasonable control, or (3) suspension of Work by the City in its sole discretion up to ninety (90) days or as otherwise agreed by Contractor, as described in the Contract Documents.

**4. SCOPE OF WORK**

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Request for Price Quotations November 19, 2025, including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth. The Work shall be done to the reasonable satisfaction of the Owner's Representative, and final acceptance shall not occur until the Owner's Representative determines that the Work is in conformance with the Contract Documents.

**5. PAYMENT FOR SERVICES**

**A.** Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) dated January 16, 2026, subject to the Maximum Limiting Amount in Paragraph C, below.

Contractor agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

**B.** **Payment Schedule**. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents [or as follows. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under Subsection E Applications for Payment below.

**C.** **Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of Twenty-**Four Million Three Hundred Ninety-Two Thousand Thirty-Eight $24,392,038.00 Dollars**, subject to additions and deletions as provided in the Contract Documents. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

**D.** **Changes in the Work:** The City may, without invalidating the Contract, order Changes in the Work within the general scope of the Contract consisting of additions and deletions or other revisions. The City shall issue such changes in writing. Change Orders that reflect an increase in the Contract Sum will be equal to the Contractor's net cost of the increased Scope of Work, plus ten (10%) percent for overhead and profit. Deductive Change Orders shall be based on the decreased Cost of the Work only.

**E.** **Applications for Payment.** Contractor shall submit a detailed Schedule of Values with each Application for Payment. Applications 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 the various portions of the Work. The Schedule of Values shall be prepared in such form,

and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Madison Reagan, Environmental Compliance & Project Manager
Patrick Leahy Burlington International Airport
1200 Airport Drive
South Burlington, VT 05403
mreagan@btv.aero

The City reserves the right to request supplemental information prior to payment. Contractor shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

**F. Retainage and Lien Releases**. R etainage shall be withheld on the Contractor's Applications for Payment until final completion and acceptance of the Project, and completion of all Punchlist Items. The City's Designated Representative and the Contractor shall agree upon a mutually acceptable procedure for reduction of retention for subcontractors. Early reduction of retainage for select subcontractors shall be based upon completion dates and performance and shall be solely at the discretion and approval of the City. Progress payments and final payment shall not be made without submission of completed lien releases. Five percent (5%) of the total contract amount due shall be withheld as retainage until final acceptance of the work and receipt of final lien releases.

## 6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

## 7. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

**A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

**The following documents constitute the Contract Documents:**

**Attachment A:** Invitation to bid, dated November 19, 2025, as amended and agreed upon by the parties.
**Attachment B**: Contractor's Bid Form, as amended and agreed upon by the parties.

**Attachment C:** Burlington Standard Provisions for Construction Contracts, as amended and agreed upon by the parties.
**Attachment C-1**: Insurance and Indemnification Provisions, as amended and agreed upon by the parties.
**Attachment C-2:** Federal Contract Requirements (combine with Attachment A, and not re-attached to executed agreement except that all executed certifications shall be attached to Attachment B)
**Attachment C-3:** FAA General & Special Conditions (combined with Attachment A, and not re-attached to executed agreement)
**Attachment D:** Livable Wage Certification
**Attachment E:** Outsourcing Certification
**Attachment F:** Union Deterrence Certification
**Attachment G:** Contractor's Certificate of Insurance
**Attachment H:** Form of Lien Releases
**Attachment I:** Contractor's Payment & Performance Bonds

**B. Order of Precedence.** This Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's Bid, Subcontractor's List, and Schedule.

**8. Permits:** The Contractor acknowledges and agrees that compliance with properly issued permits is a condition for commencing with any portion of the Work. The Contractor shall only proceed with Work for which the appropriate permit has been issued in accordance with the applicable regulations and as required by law.

— Signatures follow on the next page —

**SIGNATURE**

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

Contractor
Engelberth Construction, Inc.

By: _____
Pierre G. LeBlanc, President

Date: _____

City of Burlington
Department of Aviation

By: _____
Nic Longo, Director of Aviation

Date: _____

**Attachment A:**
**Invitation for Bid, dated November 19, 2025**

**(Noted sections of the Invitation for Bids to be Inserted on following pages)**

The Requirement to comply with 49 USC § 50101, BABA-related sections of the Invitation to Bid, are excluded and are not incorporated into this Agreement. The excluded sections are stricken and follow:

**Invitation to Bid**

- BP-47, Section K. Certificate of Buy American Compliance for Manufactured Products

**Attachment C-2 Federal Contract Requirements**

- FP-2, A4 BUY AMERICAN PREFERENCE
- FP-3, Section A4.3.2 Certification of Compliance with FAA Buy American Preference Construction Projects
- FP-5, Section A3.3.3 Certification of Compliance with FAA Buy American Preference Equipment/Building Projects.

**Attachment B:**
**Contractor's Bid Form**

**(Completed Bid Forms to be Inserted on following pages, including federal certifications)**

- BP-24 and BP-26 of the Completed Bid Forms are amended for correction.

- BP-47 Section K. Certificate of Buy American Compliance for Manufactured Products and Bid Submission Checklist Section K. are excluded and do not apply to this agreement.

**Attachment C:**
**Burlington Standard Contract Provisions for Construction Contracts**

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

1. **DEFINITIONS:**
   - **A.** The "Contract" shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
   - **B.** The "Contractor" shall mean Engelberth Construction, Inc.
   - **C.** The "City" shall mean the City of Burlington, Vermont or any of its departments.
   - **D.** The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
   - **E.** The "Parties" shall mean the parties to this Contract.
   - **F.** The "Work" shall mean the services being provided by the Contractor, as provided in the Contract.

2. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

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

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

5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

   Except with the approval of the City, during the life of the Contract, the Contractor shall not employ:

   1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.

   2. Any 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. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, 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 City for all acts or omissions of its subcontractors and any other person performing work under this Contract.

8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

   Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

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 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 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 owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

**12. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

**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 required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and 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. PAYMENT PROCEDURES:** The City shall pay or cause to be paid to the Contractor or the Contractor's legal representative payments in accordance with the Contract. When applicable, for the type of payment specified in the Contract, a progress report shall summarize actual costs and any earned portion of fixed fee. All payments will be made in reliance upon the accuracy of all representations made by the Contractor, whether in invoices, progress reports, emails, or other proof of work.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied by documentation to substantiate their charges.

No approval given or payment made under the Contract shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Contractor and the Contractor agrees to accept as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the fee specified in the Contract.

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 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. **NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contract Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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 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 City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. 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. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

**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: 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. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

**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 during its engagement on behalf of

City.

25. **ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or 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-mentioned 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:** Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

33. **CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:

**A.** Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, and the Contractor has satisfactorily performed all obligations in accordance with the Contract Documents, payment to the Contractor will be made promptly for all direct costs incurred 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, plus a reasonable fee for overhead and profit. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination plus a reasonable fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

**B.** Termination for Cause:

i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials,

workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 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. **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.

40. **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.

41. **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.

42. **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.

43. **INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

44. **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.

45. **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.

46. **CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. **JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

48. **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.

49. **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.

50. **ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, 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.

51. **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.

52. **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.

53. **WAIVER:** Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

54. **FEDERAL CONTRACT REQUIREMENTS**: The federal contract requirements attached hereto as Attachment C-2, and the FAA General & Special Conditions attached as Attachment C-3, are incorporated herein by this reference.

55. **SCHEDULES:** The Contractor shall prepare and submit for the City's information a Schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project.

56. **SUBMITTALS:** Prior to submission of any Submittals, the Contract shall prepare a Submittal schedule, and submit the schedule for the City's approval. The City's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Contractor's schedule (2) allow the City reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. The City shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the

purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Contract Documents, all of which remain the responsibility of the Contractor as required by the Contract Documents. The City's action will be taken in accordance with the submittal schedule approved by the City or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the City's judgment to permit adequate review.

**57. CONSTRUCTION DOCUMENTS:** The Construction Documents shall establish the quality levels of materials and systems required. The Contractor shall provide the Construction Documents to the City for the City's information. If the City discovers any deviations between the Construction Documents and the Contract Documents, the City shall promptly notify the Contractor of such deviations in writing. The Construction Documents shall not modify the Contract Documents unless the City and Contractor execute a Modification. The failure of the City to discover any such deviations shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents.

**58. PERMITS:** The Contractor shall secure the building permit and any municipal, local and state permits necessary for the proper execution and completion of the Work and which are legally required. The Contractor has included the cost of the South Burlington Construction Permit in the Contract Price. The Contractor shall secure and pay for all sub-trade permits necessary for proper execution of the Work and Substantial Completion of the Project.

**59. TESTS AND INSPECTIONS:** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals.

**60. CONCEALED OR UNKNOWN CONDITIONS:** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the City before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The City shall promptly investigate such conditions and, if the City determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the City shall promptly notify the Contractor in writing, stating the reasons.

**61. HAZARDOUS MATERIALS:** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**62.** The City shall not be responsible for materials or substances the Contractor brings to the site unless such materials or substances are required. The Contractor shall indemnify the City for the cost and expense the City incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to the City's fault or negligence.

**63.** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the City shall indemnify the Contractor for all cost and expense thereby incurred.

**64. TIME LIMIT ON CLAIMS:** The City and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract within the time period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work.

**65. DISPUTE RESOLUTION:**

Any Claim between the City and Contractor shall be resolved in accordance with the provisions set forth in this section. For any Claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be as follows:

[ **X**] Litigation in a court of competent jurisdiction

**66. MEDIATION:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions between the parties, the parties agree to endeavor to settle the dispute by mediation as a condition precedent to litigation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. Mediation shall commence within thirty (30) days of notice to the other party. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs.

The mediation shall be conducted in Burlington, Vermont unless another location is mutually agreed upon. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

**Attachment C-1:**
**Insurance & Indemnification**

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

The Contractor is responsible to verify and confirm in writing to the City that: (i) Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which shall be agreed upon between Owner and Contractor; (ii) all work activities related to the Contract shall meet minimum coverage and limits; and (iii) all coverage shall include adequate protection for activities involving hazardous materials.

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

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

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

Coverage limits shall not be less than:

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

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

1. Bodily Injury by Accident: $500,000 each accident

2. Bodily Injury by Disease: $500,000 policy limit,
   $500,000 each employee

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

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

**D.** Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

   (a) $2,000,000 - Annual Aggregate/Policy Limit

   (b) $1,000,000 - Per Claim/Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.

3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

**E.** Special Coverages

a. Builders' Risk or Installation Floater: Value of project or contract
b. Pollution Liability (Contractor's) – Included or $1,000,000

**F.** Builder's Risk & Property:

1. Subject to an Owner directed Change Order increasing the Contract Sum, the Contractor **s**hall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount

of the initial Contract Sum. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-Subcontractors in the project as their interests may appear. If the property insurance requires deductibles, the Owner shall pay costs on paid claims not covered because of such deductibles, except to the extent that the Contractor, any direct or lower tier subcontractor, or any other party for whom the Contractor is responsible caused the loss, and to the extent this exception applies, the Contractor shall pay the deductible with its own funds outside the Contract Sum.

The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained or other property insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**G.** Umbrella/Excess Liability:

1. $25,000,000 Each Event Limit
2. $10,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Pollution, Automobile Liability, and Workers' Compensation/Employer Liability.

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

H. **PAYMENT, PERFORMANCE AND WARRANTY BOND:** The Contractor shall obtain and maintain the required insurance and furnish bonds guaranteeing the faithful performance of the Contract and payment of all related obligations, as specified in the bidding requirements or Contract Documents, effective as of the date the Contract is executed. Upon request by any individual or entity that may be a beneficiary of such

payment bonds, the Contractor shall promptly provide a copy of the bond or authorize its release.

I. **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

**Attachment C-2:**
Federal Contract Requirements

**Attachment C-3**

FAA General Contract Provisions

**Attachment D:**

Livable Wage Certification

(Completed Forms to be Inserted on following pages)

**Attachment E:**

Outsourcing Certification

(Completed Forms to be Inserted on following page)

**Attachment F:**

Union Deterrence Certification (Completed Forms to be Inserted on following page)

**Attachment G:**

Contractor's Certificate of Insurance
(Completed Insurance to be Inserted on following pages)

**Attachment H:**

Form of Lien Releases

(Completed Forms to be Inserted on following pages)

**Attachment I:**

Contractor's Payment & Performance Bonds

(Completed Bonds to be Inserted on following pages)


BTV
PASSERO


BTV
PASSERO

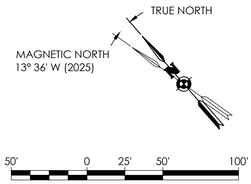

BTV
PASSERO

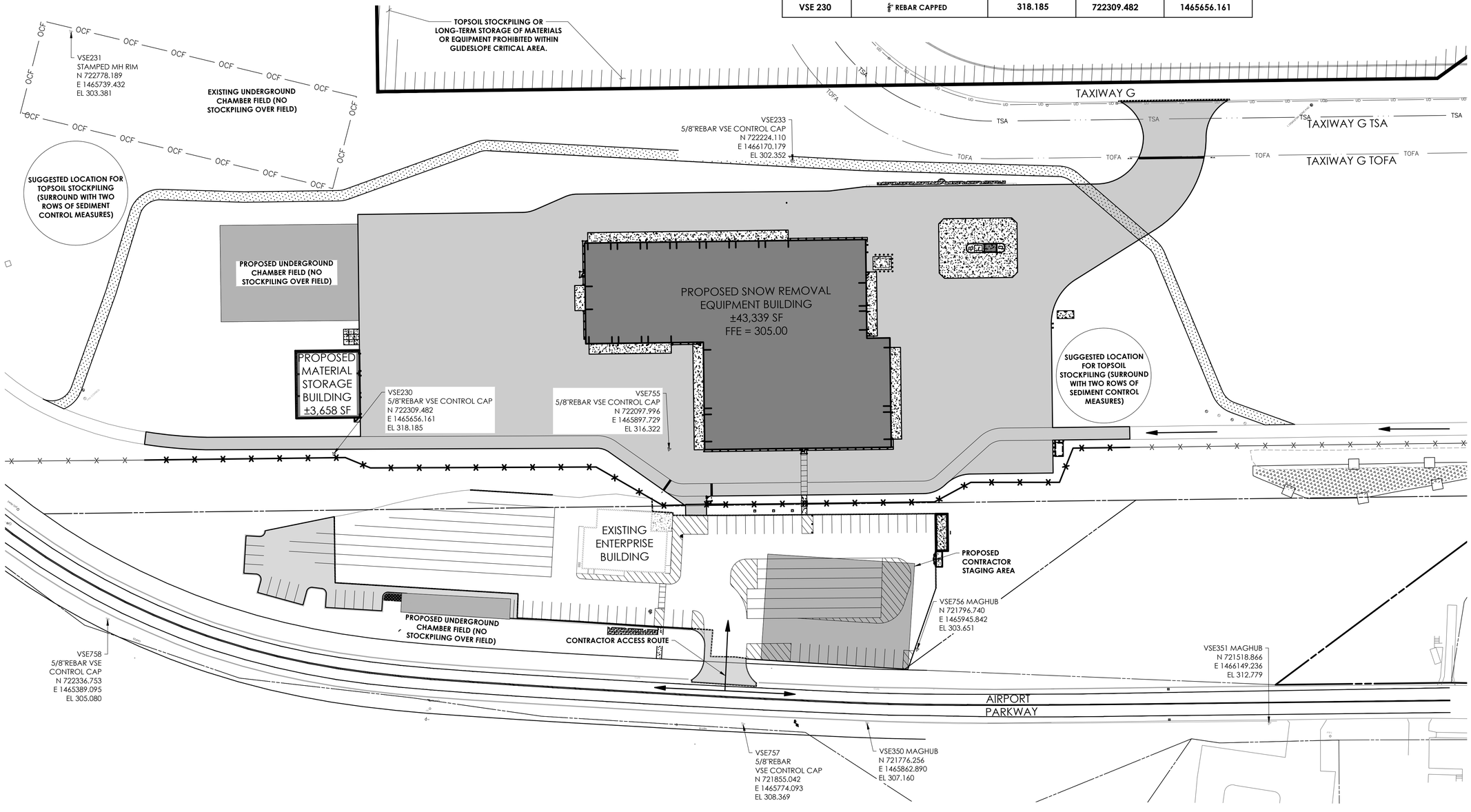
SURVEY NOTES:

1. THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES AND APPURTENANCES, BOTH ABOVE AND BELOW GROUND, SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT GUARANTEED. THE DATA FOR EXISTING UTILITIES HAS BEEN OBTAINED FROM A LICENSED SURVEYOR & THE UTILITY OWNER'S RECORD MAPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES AND APPURTENANCES IN THE PATH OF, ADJACENT TO AND UNDER THE PATH OF THE PROPOSED WORK.
2. THE OWNERS OF THE VARIOUS UTILITIES WILL FIELD LOCATE AND MARK THE LOCATION OF THE FACILITIES. THE CONTRACTOR IS CAUTIONED TO NOTIFY THE STATE OF VERMONT PUBLIC SERVICES "DIGSAFE" FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST 48 HOURS BEFORE UNDERTAKING ANY CONSTRUCTION IN THIS AREA. DIGSAFE MAY BE REACHED AT 1-888-344-7233.
3. PROPERTY LINES, RIGHT-OF-WAY LINES, AND OWNER NAMES SHOWN ON THE PLANS ARE TAKEN FROM RECORDS.
4. CONTRACTORS SHALL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING PAVEMENT, CURBS, SIDEWALKS, LAWN AREAS, TREES AND OTHER EXISTING FEATURES CAUSED BY HIS OPERATION. ALL SUCH DAMAGE SHALL BE REPAIRED OR REPLACED IN KIND BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
5. ANY IRON PINS, CONCRETE MONUMENTS, SURVEY MONUMENTS, OR OTHER ITEMS DEFINING PROPERTY LINES OR BASELINES WHICH ARE DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE PROPERLY TIED AND ACCURATELY RESET UPON COMPLETION OF WORK BY THE CONTRACTOR AT NO COST TO THE OWNER.
6. ELEVATIONS ARE BASED ON U.S.C. & G.S. DATUM. THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN THESE SITE BENCH MARKS OR MOVE THEM IF THEY ARE IN THE LINE OF CONSTRUCTION.

**SURVEY CONTROL COORDINATES (VT 83F, NVGD 88)**
**(VT PLANE COORDINATE SYSTEM, FOOT)**

| MONUMENT | DESCRIPTION | ELEVATION (FT) | NORTHING | EASTING |
|---|---|---|---|---|
| VSE 758 | 5/8" REBAR CAPPED | 305.080 | 722336.753 | 1465389.095 |
| VSE 757 | 5/8" REBAR CAPPED | 308.369 | 721855.042 | 1465774.093 |
| VSE 756 | MAGHUB | 303.651 | 721796.740 | 1465945.842 |
| VSE 755 | 5/8" REBAR CAPPED | 316.322 | 722097.996 | 1465897.729 |
| VSE 754 | 5/8" REBAR CAPPED | 318.124 | 721384.056 | 1466744.659 |
| VSE 351 | MAGHUB | 312.779 | 721518.866 | 1466149.236 |
| VSE 350 | MAGHUB | 307.160 | 721776.256 | 1465862.890 |
| VSE 233 | 5/8" REBAR CAPPED | 302.352 | 722224.110 | 1466170.179 |
| VSE 232 | 5/8" REBAR CAPPED | 307.881 | 721773.411 | 1466700.264 |
| VSE 231 | STAMPED MH RIM | 303.381 | 722778.189 | 1465739.432 |
| VSE 230 | 5/8" REBAR CAPPED | 318.185 | 722309.482 | 1465656.161 |





PASSERO engineering architecture

242 W. Main Street
Rochester, NY 14614
(585) 325-1000
Fax: (585) 325-1691

Principal-in-Charge: Andrew Holesko
Project Manager: Lisa Cheung
Designed by: JSH, ABG


Project:

BTV SNOW REMOVAL EQUIPMENT BUILDING

Stamp:

STATE OF VERMONT — JUSTIN GOSSELIN — No. 0[illegible]041 — LICENSED PROFESSIONAL ENGINEER

Site:

Burlington International Airport (BTV)

Chittenden County
South Burlington, VT

Client:

**Burlington International**
**1200 Airport Drive**
South Burlington, VT

Revisions:

| MARK | DATE | DESCRIPTION |
|---|---|---|

PROJECT NO: 20150403.0016

CAD DWG FILE: 20150403.0016 C-002 General Plan and Scope.dwg


COPYRIGHT:
UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE STATUTE TITLE 26, CHAPTER 20, SUBCHAPTERS 1-4
THESE PLANS ARE COPYRIGHT PROTECTED ©


Sheet Title:

General Plan and Survey Control

C-021

FEBRUARY, 2026

CONSTRUCTION SET

DRAFT: June 24, 2026
For purposes of discussion

# AIRPORT SNOW REMOVAL BUILDING
# SITE LEASE

This SITE LEASE AGREEMENT (this "Site Lease") dated as of July ___, 2026, is made and entered into by and between the City of Burlington (the "City"), a municipal corporation, organized and existing under and by virtue of the laws of the State of Vermont, as lessor, and M&T Bank, a banking corporation, as lessee (the "Bank").

**W I T N E S S E T H:**

WHEREAS, the City desires to provide for the lease-purchase financing of an Airport snow removal equipment building and facility, together with all structures and improvements related thereto (the "Facilities"), on the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Site," and together with the Facilities, the "Leased Premises"); and

WHEREAS, the City desires to finance the costs of the Facilities by entering into that certain Lease-Purchase Agreement dated as of even date herewith (the "Lease Agreement"), by and between the Bank, as lessor, and the City, as lessee; and

WHEREAS, the City Council of the City has determined that it is in the best interests of the City, and for the common benefit of the citizens of the City, to finance the Project (as defined in the Lease Agreement) by leasing the Site and the Facilities to the Bank under this Site Lease and leasing back the same pursuant to the Lease Agreement; and

WHEREAS, the City is authorized by its charter and by the laws of the State of Vermont to lease the Site and the Facilities as lessor and has duly authorized the execution and delivery of this Site Lease; and

NOW, THEREFORE, for and in consideration of the premises, which are expressly made a part hereof, the sum of One Dollar ($1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, the parties agree as follows:

## ARTICLE I
## DEFINITIONS

To the extent not defined in this Site Lease, all capitalized words and phrases shall have the meanings ascribed to them in the Lease Agreement.

## ARTICLE II
## DEMISING CLAUSES

Pursuant to the Lease Agreement, the Bank has appointed the City as its agent to carry out the financing, construction, installation and maintenance of the Project. Upon the funding of the advance(s) under the Lease Agreement, the City hereby leases to the Bank, and the Bank leases from the City, the Leased Premises, subject only to permitted encumbrances in accordance with the provisions of this Site Lease. It is intended that no merger of the leasehold estates of the City shall occur by operation of law by the leasing of the Leased Premises by the Bank to the City pursuant to the Lease Agreement.

## ARTICLE III
## TERM

The term of this Site Lease shall commence as of the date hereof and shall remain in full force and effect from such date to and including [August 1, 2041]; provided, however, that this Site Lease shall be terminated ten (10) business days subsequent to the following dates:

(a) The date on which the City exercises its option to prepay all remaining Base Rental Payments and purchase the Leased Premises pursuant to Article IV of the Lease Agreement; or

(b) If both (i) no Event of Default has occurred and is continuing under the Lease Agreement, and (ii) no Event of Nonappropriation has occurred under the Lease Agreement, the last day of the Lease Term, provided the City has paid to the Bank, or its assignee, all Base Rental Payments and other payments which may be due under the Lease Agreement during the entire Lease Term.

Provided, that, if on [August 1, 2041], any Base Rental Payment or other amount due under the Lease Agreement remains unpaid, the term of this Site Lease shall be automatically extended until ten (10) days after payment in full of all such amounts, but in no event later than [August 1, 2046].

## ARTICLE IV
## QUIET ENJOYMENT

The parties intend that the Leased Premises will be leased back to the City pursuant to the Lease Agreement for the Lease Term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an Event of Default occurs under the Lease Agreement, or upon an Event of Nonappropriation, the Bank, or its assignee, will have the right, for the then remaining term of this Site Lease, to: (i) take possession of the Leased Premises; (ii) if it deems it appropriate, cause an appraisal of the Leased Premises and a study of the then reasonable use thereof to be undertaken; (iii) re-let, or lease the Leased Premises; and (iv) sublease the Leased Premises or any portion thereof; provided, that, in the event the Bank re-lets the Leased Premise in accordance with the foregoing, the Leased Premises shall only be used for airport purposes in compliance with FAA regulations and applicable law. Subject to any rights the City may have under the Lease Agreement (in the absence of an Event of Default or an Event of Nonappropriation) to possession and enjoyment of the Site and the Facilities, the City hereby covenants and agrees that it will not take any action to prevent the Bank from having quiet and

peaceable possession and enjoyment of the Site and the Facilities during the term hereof and will, at the request of the Bank, and at the City's cost, to the extent that it may lawfully do so, join in any legal action in which the Bank asserts its right to such possession and enjoyment.

## ARTICLE V
## SPECIAL COVENANTS

The City and the Bank agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Lease Agreement.

## ARTICLE VI
## ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 7.01. Assignment and Subleasing. This Site Lease shall not be assigned and the Site and the Facilities subleased, as a whole or in part, by the Bank, without obtaining the consent of the City, unless an Event of Default or an Event of Nonappropriation occurs under the Lease Agreement (in which case no consent shall be required).

Section 7.02. Restrictions on City. The City agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site and the Facilities or any portion thereof during the term of this Site Lease.

## ARTICLE VII
## IMPROVEMENTS

Subject to the terms of the Lease Agreement, title to any improvements made on and to the Leased Premises during the term hereof shall vest in the City but the Bank shall have a leasehold interest in said Leased Premises.

## ARTICLE VIII
## MISCELLANEOUS

Section 9.01. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the City, the Bank and their respective successors and assigns.

Section 9.02. Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 9.03. Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto.

Section 9.04. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.05. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of Vermont.

Section 9.06. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

Section 9.07. Recording. This Site Lease shall be executed, witnessed, and acknowledged in recordable form and shall be recorded with the City of Burlington Land Records.

*[Signature Pages Follow]*

The parties hereto have executed this Site Lease under seal as of the date first above written.

CITY:
City of Burlington, Vermont

_____
Witness

By:_____
Title: Mayor and
Duly Authorized Agent

_____
Witness

By:_____
Title: Chief Administrative Officer and
Duly Authorized Agent

BANK:
M&T Bank

_____
Witness

By:_____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ___ day of _____, personally appeared _____, duly authorized agent for M&T Bank, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of M&T Bank.

Before me,

_____
Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ___ day of _____, personally appeared The Honorable Emma Mulvaney-Stanak, Mayor of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

_____
Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ___ day of _____, personally appeared Katherine Schad, Chief Administrative Officer of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

_____
Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

EXHIBIT A
Site Description

**CITY OF BURLINGTON**
**CONSULTANT CONTRACT**

This Consultant Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Passero Associates, DPC ("Consultant"), a New York corporation located at 242 W Main St, Suite 100, Rochester, NY 14614 registered with the Secretary of State to do business in Vermont.

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

## 1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

**A. "Contract Documents"** means all the documents identified in Section 4 (Scope of Work) of this Contract.

**B. "Effective Date"** means the date on which this Contract is approved and signed by the City, as shown on the signature page.

**C. "Party"** means the City or Consultant, and "Parties" means the City and Consultant.

**D. "Project"** means the construction of the Snow Removal Building (SRE).

**E. "Work"** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

## 2. RECITALS

**A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

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

**C. Purpose.** The City seeks to employ the Consultant to provide construction phase services for the construction of the Snow Removal Building at BTV.

## 3. EFFECTIVE DATE & TERM

**A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or

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

**B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on December 31, 2028 or upon the satisfaction of the City, unless sooner terminated as provided herein.

## 4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Scope of Work and Fee) to the reasonable satisfaction of the Director of Aviation, subject to Section 7.B hereof and the reasonable directions of Director of Aviation or designee.

## 5. PAYMENT FOR SERVICES

**A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment A (Scope of Work and Fee) subject to the Maximum Limiting Amount in Paragraph C, below.

Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

**B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

**C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of $1,367,300. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

**D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Larry Lackey – llackey@btv.aero
Director of Planning, Engineering, Sustainability
1200 Airport Drive, South Burlington VT 05403

Madison Reagan – mreagan@btv.aero
Environmental Compliance and Project Manager
1200 Airport Drive, South Burlington VT 05403

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

## 6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

## 7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

**A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

**The following documents constitute the Contract Documents:**

**Attachment A: Scope of Work and Fee**
**Attachment B: BTV Letter Response to Request for Proposals**
**Attachment C: Burlington Standard Contract Conditions for Consultants**
**Attachment D: Burlington Livable Wage Ordinance Certification**
**Attachment E: Burlington Outsourcing Ordinance Certification**
**Attachment F: Burlington Union Deterrence Ordinance Certification**
**Attachment G: Consultant's Certificate of Insurance & Endorsements**

**B. Order of Precedent**. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

**8.** [Reserved]

— Signatures follow on the next page —

**SIGNATURE**

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

**Consultant**
**Passero Associates**

**By:** _____

**Date:** _____

**City of Burlington**
**Patrick Leahy Burlington International Airport**

**By:** _____
Nic Longo
Director of Aviation

**Date:** _____

# Attachment A:
# Scope of Work and Fee

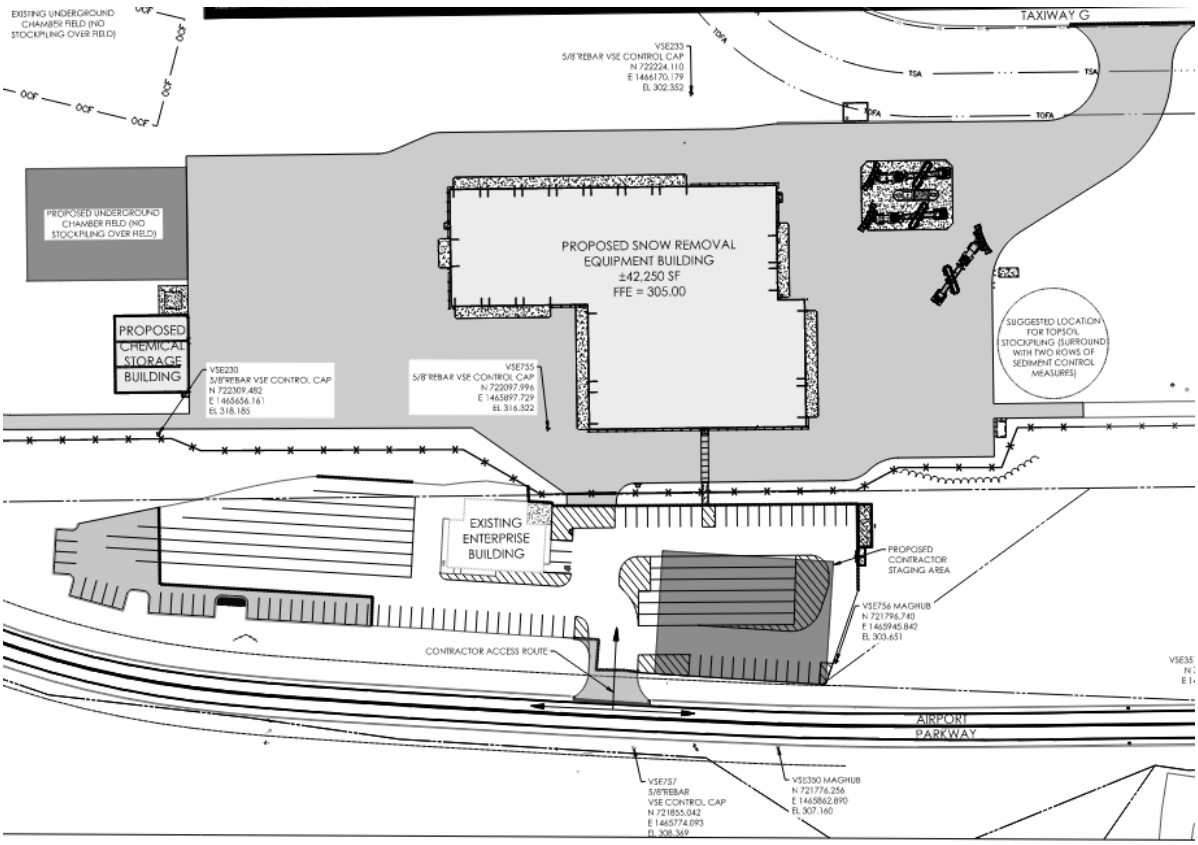
PASSERO
engineering architecture

# SCHEDULE "A"
# SCOPE OF WORK

**Project Title:** **BTV SRE Building**
**Airport Name:** **Patrick Leahy Burlington International Airport**
**Service Provided:** **Construction Administration and Observation**

**PROJECT DESCRIPTION:**
The CONSULTANT shall provide the following services, including construction contract administration and construction observation, during construction of the BTV SRE Building Project (the "Project"). The Project will be constructed by The City of Burlington, VT (SPONSOR) with reimbursement through Passenger Facility Charges (PFC).

The proposed project includes the construction of a new ±42,250SF Snow Removal Equipment (SRE) facility located at the Patrick Leahy Burlington International Airport. The project includes space to house approximately 18 vehicles, including loaders and Multi-Task-Equipment vehicles. The project also includes the construction of a new ±3,658sf chemical storage building, asphalt pavements, security, lighting, and public or private utility infrastructure to serve the needs of the facility.




*Proposed Snow Removal Equipment Facility – Burlington International Airport.*

Professional services to be provided by the CONSULTANT shall include services required to accomplish the following:

**GRANTS AND CONTRACT ADMINISTRATION PHASE:**
The CONSULTANT shall aid the SPONSOR in administering the construction contract with the construction contractor for compliance with the applicable regulations and requirements of the SPONSOR and the Federal Aviation Administration. This phase shall include the following items of work:

1. Assist the SPONSOR by acting as its liaison and Project coordinator with the funding agencies.

2. Review of DBE goals and preparation of annual reporting.

3. Assist the SPONSOR in compiling and submitting all necessary grant documents required by the FAA for Project closeout.

4. Monitor progress of funding and advise the SPONSOR of any problems therein.

5. The construction budget for the Project is estimated as $26,000,000. The CONSULTANT shall evaluate the feasibility of this budget, based upon the CONSULTANT'S experience as a design professional, and keep the SPONSOR apprised during each phase of the Project of the results of such evaluation. The CONSULTANT shall advise the SPONSOR as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed the budget.

6. Attend and conduct in person: pre-construction conference, pre-paving conference, pre-pouring conference, pre-install for Masonry (Structural team), pre-install for engineered metal buildings (Structural team).
   Attend virtually: bi-weekly construction progress meetings.
   Attend up to 2 additional special meetings as requested by the SPONSOR. Additional meetings (in person or virtual) are subject to a supplemental fee at the supplied hourly rates as described in Schedule 'B'.

7. Review shop drawings, submittals and material certifications to verify compliance with project requirements.

8. Review RFIs from the contractor(s) or SPONSOR.

9. Review, preparation and distribution of SPONSOR requested changes in the Scope of Work (Change Orders).

10. Preparation, reproduction, and distribution of supplemental drawings or interpretations in response to request for clarification by Contractor(s) or the SPONSOR.

11. Perform Project management duties such as Project planning, invoice preparation, construction schedule coordination, and coordination with the design team and subconsultants.

12. Serve as the SPONSOR'S liaison with the Resident Project Representative, contractor and various local agencies, including the FAA and City of South Burlington.

**CONSTRUCTION OBSERVATION PHASE:**
In the construction observation phase, the CONSULTANT shall provide on-site monitoring of construction procedures by a full-time Resident Project Representative (RPR), furnished or supplied by a local sub-consultant to Passero Associates, and supporting staff who will:

1. Report regularly to the SPONSOR pertaining to the construction progress and, based on on-site observations, its compliance to the Project plans and specifications. (PA & EIV)

2. Review the construction schedule prepared by the contractor for compliance with the contract and give written advice to the SPONSOR concerning its acceptability. (PA & EIV)

3. Attend and conduct in person: pre-construction conference, pre-paving conference, pre-pouring conference, pre-install for Masonry (Structural team), pre-install for engineered metal buildings (Structural team).
   Attend virtually: bi-weekly construction progress meetings.
   Attend up to 2 additional special meetings as requested by the SPONSOR. Additional meetings (in person or virtual) are subject to a supplemental fee at the supplied hourly rates as described in Schedule 'B'. (PA & EIV)

4. On behalf of the CONSULTANT, subconsultant to act as the SPONSOR'S liaison with the contract administrator, contractor and various local agencies, including the FAA and City of South Burlington. (EIV)

5. Serve as Third-Party Inspector for Vermont Stormwater Construction Permit requirements. Including creation and submission of inspections as required. (EIV)

6. Check that required permits and approvals were obtained by the contractor and the associated conditions complied with the contract. (EIV)

7. Obtain and review the proposed subcontractor and supplier list for compliance with contract documents and the intent of the design. (EIV)

8. Assist the SPONSOR in obtaining required field samples. (PA's Testing Consultant)
   Additionally, keep a record of observations (EIV).

9. Maintain an updated physical set of drawings and digital access to documents. (EIV)

10. Maintain an approved shop drawing file and verify construction is in compliance with these submittals. Alert the contractor if materials are being installed without approved shop drawings. (EIV)

11. Conduct on-site observations of the construction activities for compliance with contract documents, code requirements and the intent of the design (EIV). In addition, CONSULTANT will conduct site visits once monthly for the duration of construction. Site visits will/may be by Project Manager or Project Engineer, Architect. (PA)

12. Verify that tests, including equipment and system start-ups, are conducted and that the results are documented. (EIV)

13. CONSULTANT to retain qualified professionals for necessary special and construction materials testing. (PA)
    RPR sub-consultant to arrange for or witness field, laboratory, or shop tests of construction materials and special inspections as required by the plans and specifications. (EIV)

14. Accompany visitors or other agencies having jurisdiction on the Project, as needed. (EIV)

15. Interpret the requirements of the contract documents and advise the contractor of these requirements on behalf of the SPONSOR. (PA & EIV)

16. RPR sub-consultant to review and recommend to the CONSULTANT an appropriate action on any alternative construction methods proposed by the contractor. (EIV)
    CONSULTANT may then direct RPR sub-consultant to make recommendations to SPONSOR.

17. Review and process supplemental drawings and Change Orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions. (PA & EIV)

18. Maintain neat and orderly files for correspondence, Observation Reports, meeting minutes, and other submissions. Report should include 5 or more photographs of construction activities. (EIV)

19. Keep a daily diary recording work hours, weather conditions, site visitors, and other daily observations. (EIV)

20. Develop, maintain, and distribute an emergency contact list. (EIV)

21. Maintain a redline set of construction drawings to record as-built conditions, including site construction and building construction for the SRE building and the chemical storage building, including back-up documentation. (EIV)

22. Certify the final record plans & provide in digital format. (PA)

23. Furnish weekly written summary reports of contractor activities observed, work progress, and compliance with the approved construction schedule. (EIV)

24. Notify the SPONSOR in advance of scheduled major tests or important construction phases. (EIV)

25. Prepare, review, and approve monthly and final payments to the contractor, including final over/under change orders with final construction costs signed by contractor and SPONSOR. Collect Certified Payroll with monthly invoices. (PA & EIV)

26. Assemble and deliver to the SPONSOR required guarantees, certificates, Project closeout documents or other data obtained from the contractor, including fully executed release of liens from all Prime Contractors, subcontractors and material suppliers with cancelled checks. (PA, with information collected & supplied by EIV)

27. Conduct a final site visit and prepare final list of items to be corrected. (PA & EIV)

28. Develop and confirm punch list completion. (PA & EIV)

29. Recommend final Project acceptance to the SPONSOR. (PA)

30. Prepare and deliver letter along with supporting documentation requesting recommendation to approve final overrun/underrun change order adjusting the final construction contract total with explanations of increases and decreases in contract quantities to the FAA, along with all FAA construction reports and material testing summary. (PA)

31. CONSULTANT to retain a licensed surveyor to produce "As-Built" Site Drawings. Additionally, CONSULTANT to review Final As-Built Plans in CADD Form and Deliver to SPONSOR. (PA)

32. CONSULTANT to retain a Mechanical, Engineering and Plumbing sub-consultant to review submittals, respond to RFIs, review building-related scope change or change orders, and maintain redlines for delivery to CONSULTANT.

33. CONSULTANT to create as-built plans from redline set(s) as kept by the RPR & MEP sub-consultant to distribute to SPONSOR. (PA)

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be 18 months with up to 4 months of winter shutdown, with the following estimated time as follows:

| **Phase** | **Staff** | **Hours** |
|---|---|---|
| Contract Finalization & Grant/DBE Administration (BTV handles most of it in-house, consultant helps with initial FAA paperwork / submissions) | Department Manager<br>Grant Administrator<br>Administrative Assistant | 5<br>40<br>20 |
| Project Management | Department Manager<br>Senior Project Manager II | 20<br>258 |
| Pre-Construction | Senior Project Manager II<br>Resident Project Rep III<br>Resident Project Rep. I<br>Sen. Manager Structural<br>Senior Architect<br>Senior Project Manager II<br>Project Engineer | 20<br>20<br>20<br>20<br>20<br>20<br>20 |
| Site visits | Senior Project Planner<br>Resident Project Rep III<br>Resident Project Rep. I<br>Senior Manager Structural<br>Senior Architect<br>Project Engineer | 30<br>670<br>220<br>80<br>450<br>450 |
| Shop Drawing Submittals | Resident Project Representative I<br>Senior Manager Structural<br>Senior Architect<br>Project Architect<br>Project Engineer | 40<br>30<br>8<br>48<br>48 |
| RFI responses | Senior Architect<br>Project Architect<br>Senior Project Manager II<br>Project Engineer | 80<br>40<br>60<br>64 |
| Construction Progress Meetings | Project Engineer<br>Senior Project Planner<br>Resident Project Rep III<br>Resident Project Rep. I<br>Senior Architect | 30<br>30<br>30<br>30<br>30 |
| Final Inspection / Closeout | Senior Project Manager II<br>Resident Project Rep III<br>Resident Project Rep. I | 10<br>80<br>40 |
| AS-BUILT Record Drawings | Senior Project Manager II<br>Project Engineer | 40<br>80 |
| Post-Construction Admin | Senior Architect<br>Senior Project Manager II<br>Project Engineer | 20<br>20<br>20 |

| Estimate of Direct Expenses | |
|---|---|
| Travel by Auto | 77 trips @ 680 miles/trip |
| On site travel by representative | 5 miles/day @ 51 days |
| Per Diem | 154 days @ 1 persons @ $288/day |

| Subconsultants (as defined) |
|---|
| Daily On-site RPR (EIV) |
| Construction Materials Testing / Special Inspections |
| Post-Construction AS-BUILT Surveyor |
| Mechanical, Electrical & Plumbing Engineer |

**RESPONSIBILITIES/PROJECT RECORDS AND CLOSEOUT DOCUMENTATION:**
In general, the on-site administration and observation staff are responsible for monitoring construction activity on a Project and documenting their observations in a formal Project record. The Project record contents and its preparation will be maintained in a neat and orderly fashion, utilizing a cloud-based project management software and will consist of the following:

1. Engineer's Periodic Project Diary
2. Observation Periodic Reports
3. Field Measure Quantities, on a Periodic Basis
4. Prepare Statement of Days Charged, on a Weekly Basis
5. Summary of Observation Periodic Reports
6. Preparation of FAA Weekly Reports
7. Prime/Subcontractor Work Summary
8. Preparation of Material Acceptance Reports
9. Certification and Testing Log Book
10. Conduct Weekly Project Meetings with SPONSOR and Contractors and Prepare Minutes
11. Conduct Wage Rate Interviews with Prime/Subcontractors
12. Review Subcontractor Approval Forms
13. Review Weekly Payrolls for Prime/Subcontractors
14. Preparation of Periodic Payment Request for Contractor
15. Retain Copies of EEO Monthly Utilization Reports for Audit
16. Preparation and Review of Change Orders/Force Account Work
17. Maintain Redline As-Built Drawings and Records as Work Progresses. Draft Final As-Built Plans in CADD Form and Deliver to SPONSOR.

The resident observation staff is also responsible for observing construction activity as it relates to aircraft operations, report any violations to the SPONSOR, coordination of Notice to Airmen (NOTAMS) as required with SPONSOR or designated representative, and to allow the construction of the Project to be in compliance with the contract documents.

## CLARIFICATION OF RESPONSIBILITY

The SPONSOR acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. CONSULTANT'S construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The SPONSOR acknowledges that at no time will CONSULTANTS' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

The SPONSOR acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of CONSULTANT field representatives nor the observation of the work by CONSULTANT representatives shall excuse the Contractor in any way from defects discovered in the Work.

The SPONSOR acknowledges that the Contractor is responsible for Project site safety. CONSULTANT staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend CONSULTANTS' services may be required.

**End of Schedule A**

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# ENGINEERING COST SUMMARY
# SCHEDULE "B"

PROJECT NAME: Airport Sustainability Improvements: Phase II
PROJ DESCRIPTION Snow Removal Equipment Building Construction
CLIENT: City of Burlington
CLIENT MANAGER: Nic Longo, Director of Aviation

DATE: 05-Feb-26
A/E: Passero Associates
PROJECT NO: 20150403.016B
PA CONTACT: ABG

**I. ESTIMATE OF DIRECT SALARY COSTS:**

| | TITLE | MAXIMUM RATE OF PAY ($/HR) | AVERAGE RATE OF PAY ($/HR) | @ | ESTIMATED HOURS | | ESTIMATED COST |
|---|---|---|---|---|---|---|---|
| A. | DEPARTMENT MANAGER | $136.14 | $112.00 | X | 25 | = | $2,800.00 |
| B. | BUILDING PROGRAM MANAGER | $49.84 | $41.00 | X | 0 | = | $0.00 |
| C. | SENIOR PROJECT MANAGER II | $93.59 | $77.00 | X | 328 | = | $25,256.00 |
| D. | SENIOR PROJECT MANAGER I | $82.65 | $68.00 | X | 0 | = | $0.00 |
| E. | SENIOR PROJECT ENGINEER | $72.93 | $60.00 | X | 0 | = | $0.00 |
| F. | PROJECT ENGINEER | $64.42 | $53.00 | X | 708 | = | $37,524.00 |
| G. | STAFF ENGINEER | $54.70 | $45.00 | X | 0 | = | $0.00 |
| H. | ENGINEER II | $44.97 | $37.00 | X | 0 | = | $0.00 |
| I. | ENGINEER I | $41.33 | $34.00 | X | 0 | = | $0.00 |
| J. | SENIOR DESIGNER | $44.97 | $37.00 | X | 144 | = | $5,328.00 |
| K. | SENIOR PROJECT PLANNER | $93.59 | $77.00 | X | 60 | = | $4,620.00 |
| L. | PROJECT PLANNER II | $60.78 | $50.00 | X | 0 | = | $0.00 |
| M. | PROJECT PLANNER I | $43.76 | $36.00 | X | 0 | = | $0.00 |
| N. | GRANTS ADMINISTRATOR | $52.27 | $43.00 | X | 40 | = | $1,720.00 |
| O. | ADMINISTRATIVE ASSISTANT | $32.82 | $27.00 | X | 20 | = | $540.00 |
| P. | RESIDENT PROJECT REPRESENTATIVE III | $70.50 | $58.00 | X | 800 | = | $46,400.00 |
| Q. | RESIDENT PROJECT REPRESENTATIVE II | $63.21 | $52.00 | X | 0 | = | $0.00 |
| R. | RESIDENT PROJECT REPRESENTATIVE I | $48.62 | $40.00 | X | 350 | = | $14,000.00 |
| S. | SENIOR ARCHITECT | $85.09 | $70.00 | X | 608 | = | $42,560.00 |
| T. | PROJECT ARCHITECT | $66.85 | $55.00 | X | 88 | = | $4,840.00 |
| U. | JOB CAPTAIN | $51.05 | $42.00 | X | 0 | = | $0.00 |
| V. | ARCH DESIGNER III | $41.33 | $34.00 | X | 0 | = | $0.00 |
| W. | ARCH DESIGNER II | $38.90 | $32.00 | X | 0 | = | $0.00 |
| X. | ARCH DESIGNER I | $35.25 | $29.00 | X | 0 | = | $0.00 |
| Y. | READYVIS/LANDSCAPE ARCHITECT | $72.93 | $60.00 | X | 0 | = | $0.00 |
| Z. | SENIOR.MANAGING STRUCTURAL | $105.75 | $87.00 | X | 130 | = | $11,310.00 |
| AA. | STRUCTURAL ENG | $65.64 | $54.00 | X | 0 | = | $0.00 |
| BB. | SURVEY MANAGER | $74.15 | $61.00 | X | 0 | = | $0.00 |
| CC. | *SURVEY PARTY CHIEF | $48.62 | $40.00 | X | 0 | = | $0.00 |
| DD. | *SURVEYOR (FIELD) -per person | $35.25 | $29.00 | X | 0 | = | $0.00 |
| EE. | SURVEYOR (OFFICE) | $38.90 | $32.00 | X | 0 | = | $0.00 |
| | | | | | 3301 | | |
| | * Prevailing Wage | | TOTAL ESTIMATED DIRECT SALARY COST: | | | | $196,898.00 |

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE OF DIRECT SALARY COST): 163.60% $322,125.13

**III. SUBTOTAL OF ITEMS I & II:** TOTAL LABOR AND OVERHEAD $519,023.13

**IV. ESTIMATE OF DIRECT EXPENSES:**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A. | TRAVEL, BY AUTO: | | | | | | |
| | | 77 | TRIPS @ | 680 | MILES/TRIP @ | $0.725 | = $37,961.00 |
| B. | ON SITE TRAVEL BY RES. PROJ. REP.: | | | | | | |
| | | 5 | MILES/DAY | 51 | DAYS @ | $0.725 | = $184.88 |
| C. | PER DIEM: | | | | | | |
| | | 154 | DAYS @ | 1 | PERSONS @ | $288.00 | = $44,352.00 |
| D. | MISCELLANEOUS (E.g.: Reproductions, Postage, Tolls, Etc.): | | | | | | = $185.53 |

TOTAL ESTIMATE OF DIRECT EXPENSES: $82,683.41

**V. FIXED FEE (PROFIT):**

| | | | | |
|---|---|---|---|---|
| A. | LABOR PLUS OVERHEAD: | 15% | (OF III.) | $77,853.47 |
| B. | DIRECT EXPENSES: | 0% | (OF IV.) | $0.00 |
| C. | SERVICES BY OTHERS (SBO's): | 0% | | $0.00 |

TOTAL FIXED FEE: $77,853.47

**VI. SUBCONTRACTS:**

A. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | MOBILZATION/DEMOBILIZATION: | 0 | LUMP SUM | $1,000.00 | = | $0.00 |
| 2 | PAVEMENT CORES: | 0 | EACH @ | $110.00 | = | $0.00 |
| 3 | CONTINUOUS SAMPLING: | 0 | L.F. @ | $25.00 | = | $0.00 |
| 4 | OBSERVATION WELL: | 0 | L.F. @ | $15.00 | = | $0.00 |
| 5 | TEST PITS: | 0 | EACH @ | $450.00 | = | $0.00 |
| 6 | FIELD CBR: | 0 | EACH @ | $450.00 | = | $0.00 |
| 7 | FIELD DENSITY TESTS: | 0 | EACH @ | $23.00 | = | $0.00 |
| 8 | MECHANICAL ANALYSIS: | 0 | EACH @ | $80.00 | = | $0.00 |
| 9 | LABORATORY PROCTORS: | 0 | EACH @ | $145.00 | = | $0.00 |
| 10 | SOAKED LAB CBR (ASTM D1883, PAR 8.1.1): | 0 | EACH @ | $290.00 | = | $0.00 |
| 11 | SOAKED LAB CBR (ASTM D1883, PAR 8.1.2): | 0 | EACH @ | $390.00 | = | $0.00 |
| 12 | SOAKED LAB CBR (ASTM D1883, PAR 8.2): | 0 | EACH @ | $490.00 | = | $0.00 |
| 13 | ATTERBERG LIMITS: | 0 | EACH @ | $90.00 | = | $0.00 |
| 14 | NATURAL MOISTURE CONTENT: | 0 | EACH @ | $12.00 | = | $0.00 |
| 15 | HYDROMETER ANALYSIS: | 0 | EACH @ | $60.00 | = | $0.00 |

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: $0.00

B. OTHER SBO'S, DBE:

| | | | |
|---|---|---|---|
| 1 | RPR (EIV) | DBE | $522,020.00 |
| 2 | Electrical CA (Jade Stone) | | $48,000.00 |
| 3 | AS BUILT Survey (Vermont Survey) | | $13,530.00 |
| 4 | Construction Material Testing (ATL) | | $104,190.00 |

TOTAL SERVICES BY OTHERS COST $687,740.00

**VII. TOTALS:**

**A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:**

**$1,367,300.00**

# Attachment B:
# BTV Letter Response to Request for Proposals

PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

July 25, 2024

Passero Associates
242 West Main Street, Suite 100
Rochester, NY 14614

lcheung@passero.com

Dear Lisa Cheung,

Congratulations! Patrick Leahy Burlington International Airport (Leahy BTV) is pleased to let you know that Passero Associates have been selected to provide Planning services to Leahy BTV for projects from federal fiscal year 2025 through 2029 as approved on our Capital Improvement Program (CIP).

The process used by Leahy BTV for hiring consultants follows the Federal Aviation Administration guidelines. The Airport has chosen to select a number of consultants to be on an "on call" list where they will be further contacted to participate in specific projects. The development of scopes and contracts will be done at the time of the projects. Attached please find our program summary with potential assignments. Please understand that as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

Thank you for your time and effort in preparation for the selection process. We look forward to the potential of working together in the near future. If you have any questions or concerns don't hesitate to reach out.

Sincerely,

Nic Longo, Director of Aviation, BTV

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

# PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
# 2024 PROCUREMENT OF PROFESSIONAL SERVICES CONSULTANT SELECTION PROCESS AND RECOMMENDATIONS

## BACKGROUND

FAA Advisory Circular 150/5100-14E outlines guidance to be used in the selection of consultants to contract with to perform architectural, engineering and planning services on federally funded projects at airports, such as Airport Improvement Program (AIP) projects and Passenger Facility Charge (PFC) projects. Separate processes, which included qualification-based selection, were completed for architectural /engineering and planning services, respectively.

The Patrick Leahy Burlington International Airport (BTV) has followed the process outlined in the Advisory Circular and has selected consultants for airport related services about every 5 years or when there was a significant change to the Capital Improvement Program (CIP). BTV has completed this process numerous times throughout the past 30 years, with the most recent selection in 2019 for projects through 2024.

The normal process is to advertise a Request for Qualifications (RFQ) to interested Consultants. This is a summary of the process used this year:

### 1. IDENTIFYING THE PROJECT(S) AND PROFESSIONAL SERVICES

Within the RFQ was a list of the projects we expect to begin, but not limited to, within the next 5-year period. This attachment provided the project name, limited scope, probable year, anticipated services and estimated project cost.

### 2. ESTABLISHING A SELECTION BOARD

The airport selected a diverse group of individuals from the airport staff to review and evaluate the received qualification packets. The team was as

follows:

Nic Longo, Director of Aviation
Marie Freidman, Director of Finance
Larry Lackey, Director of Planning, Engineering and Sustainability
Kirk Patch, Associate Airport Engineer
Andrew Geppner, Manager Airfield Maintenance

## 3. DETERMINING A SELECTION POLICY

AC 150/5100-14E Section 2.7 was followed in detail, which was a comparative analysis of professional qualifications necessary for satisfactory performance of the services required as outlined in Section 1 above. The process fully satisfied the requirements of an open and free competition.

## 4. DEVELOPING A SELECTION CRITERIA

Within the RFQ was a detailed set of selection criteria as outlined below:

Statement of Qualifications (SQQ) were read and evaluated by the Consultant Selection Board. The evaluation process was used to determine which proposals provide the best value to BTV. The best value is determined by evaluating company capability, resource capacity, and staff experience and project references. This will, based on the criteria below and in the professional opinion of the selection board, assure timely delivery of quality service and products. The selection committee used the evaluation criteria described below to objectively evaluate and rank the proposals that were found to be responsive to all major requirements of this RFQ. Upon reviewing SOQ's, BTV selected multiple qualified firms from which it will request proposals for professional architectural/engineering and planning services. The selection of qualified firms and individuals was made by BTV in its sole discretion. Selected participating firms must be willing to submit proposals in response to a request for proposals for the services as referred to in Section 1 above, at the time of project need.

Proposals, which meet the minimum response requirements for architectural/engineering services, were evaluated and scored based on the following criteria:

| Criteria | Maximum Points |
|---|---|
| ***Prior Experience working with Aviation*** - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes. | **25** |
| ***Staffing Qualifications and Experience with Aviation*** - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation. | **20** |
| ***Capacity for Aviation Projects*** - are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is. | **20** |
| ***Approach to Aviation*** - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion | **20** |
| ***Technical Aviation Expertise*** - Do the Plan Sheets and Technical Submissions demonstrate sound engineering and design practices, contain adequate supporting plan sheets, and overall enable a well-managed construction project | 15 |
| ***Total*** | 100 |

Proposals, which meet the minimum response requirements for planning services were evaluated and scored, based on the following criteria:

| Criteria | Maximum Points |
|---|---|
| ***Prior Experience working with Aviation*** - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes. | 25 |

| | |
|---|---|
| ***Staffing Qualifications and Experience with Aviation*** - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation. | 20 |
| ***Capacity for Aviation Projects-*** are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is. | 20 |
| ***Approach to Aviation*** - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion. | 20 |
| ***Technical Aviation Expertise*** - Does Technical Submissions demonstrate sound planning and environmental practices and overall good experience? | 15 |
| ***Total*** | 100 |

## 5. SOLICITING, EVALUATING AND SELECTING A CONSULANT

### 1. SOLICITING:

On January 24, 2024, the Airport issued a Request for Qualifications (RFQ) statement. Included, as a part of the RFQ, was a summary of anticipated projects that could occur over the period of FY2025-FY2029. The due date was May 1, 2024 for SOQ's. BTV received 10 SOQ's for Architectural/Engineering Services and 7 SOQ's for Planning Services.

### 2. EVALUATING

As stated above, each qualification submission was reviewed by Airport staff personnel as outlined in Section 2 using Selection Criteria outlined in Section 4 above. Each staff member scored each SOQ independently. The scores were then tabulated based on the scoring and the qualifications by firm were ranked.

## 3. SELECTING

As stated above, the process used by the Airport for hiring consultants follows the Federal Aviation Administration guidelines. This requires the selection of a firm, or firms, from a number of possible candidates after the solicitation of qualifications that best serves the interests of the Airport, and then working with a selected firm to develop a scope of work, negotiate appropriate fees, and executing a contract. As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts.

That list of selected consultants for **Architectural/Engineering** Services follows:

CHA
Jacobs Engineering Group
Hoyle Tanner and Associates
Passero Associates
Stantec
McFarland Johnson
Jones Payne Group
*EIV

That list of selected consultants for **Planning** Services follows:

CHA
Jacobs Engineering Group
Jones Payne Group
VHB
Passero Associates
Stantec
McFarland Johnson
*EIV

*DBE consultant to be used for project assistants.

## 6. DEVELOPING AND EXECUTING THE CONSULTANT AGREEMENT

As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts. The development of scopes and contracts will be done at the time the projects; however at this time we have assigned the above consultants to the projects

anticipated in our 2025 to 2029 CIP, dated November 28, 2023, that was provided as part of this RFQ process. Those assignments are shown on the attached CIP, however as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

## CONCLUSION AND RECOMMENDATION

The result of this analysis/review process should be a selection of firms that can accomplish needed architectural/airfield design, building/airfield construction, project administration, and planning and environmental services to meet the needs at the Patrick Leahy Burlington International Airport for the next several years. Selection of individual firms and negotiation of fees for specific projects will occur as these projects develop in the Airport's CIP and the particulars skills of the "on-call" consultants are reviewed.

## PROCESS

The narrative included in this document was prepared in good faith to ensure that the Consultant selection process was conducted in a fair and reasonable manner. The procedures outlined in Advisory Circular 150/5100-14E have been followed to the extent practical.

**RECOMMENDED**

Larry Lackey, Director of Planning, Engineering and Sustainability

**ACCEPTED**

Nic Longo, Director of Aviation

DATED: June 13, 2024

Attachment: BTV Capital Improvement Plan FFY2025-2029

# BURLINGTON INTERNATIONAL AIRPORT (BTV)
## AIP PROJECTS - FEDERAL FISCAL YEARS 2025-2029

### PROGRAM SUMMARY
### Tuesday, November 28, 2023

| DESCRIPTION | FISCAL YEAR 2025 | FISCAL Year 2026 | FISCAL Year 2027 | FISCAL Year 2028 | FISCAL Year 2029 | Anticipated Consultant Project Assignment |
|---|---|---|---|---|---|---|
| **1. AIRFIELD PROJECTS** | | | | | | |
| b. Rehabilitate Customs/Cargo Apron - Construction | $5,664,351 | | | | | Hoyle Tanner & Associates |
| c. New Glycol Treatment System Upgrade | | | | | $2,000,000 | Stantec |
| d. Taxiway B Relocation | | $2,500,000 | | | | McFarland Johnson |
| e. Relocate Twy L | | $2,500,000 | | | | McFarland Johnson |
| g. Runway 15-33 Shoulder Mill and Overlay and Lighting | | | | $5,000,000 | | Stantec |
| h. Runway 1-19 Mill and Overlay and shortening | | | | $10,000,000 | | Stantec |
| j. Twy C Rehab | | | $1,500,000 | | | Jacob's Engineering Group |
| j. South (Quarry) Apron/Twy G? Project (?) | | | | | | |
| k. Old Twy K (G) Rehab | | | | $2,800,000 | | Hoyle Tanner & Associates |
| l. Twy J rehab | | | | | $500,000 | Hoyle Tanner & Associates |
| m. Perimeter Road Rehab/fencing | | | | | $800,000 | Passero Associates |
| o. 890 Apron Rehab | | | | | $1,400,000 | Hoyle Tanner & Associates |
| | | | | | | |
| **2. TERMINAL AREA APRON PROJECTS** | | | | | | |
| | | | | | | |
| **3. TERMINAL BUILDING RELATED PROJECTS** | | | | | | |
| a. North Concourse Removal, Replacement Project and Jet Bridges | | | | | | |
| b. South Concourse Removal, Replacement Project and Jet Bridges | | | | $3,500,000 | | Jacob's Engineering Group |
| | | | | | | |
| **4. OTHER PROJECTS (AIP/PFC ELIGIBLE)** | | | | | | |
| a. Replace SRE Equipment | | | $800,000 | | | Passero Associates |
| | | | | | | |
| **5. PLANNING/ PREDESIGN PROJECTS** | | | | | | |
| a. Avigation Easements, evaluation, acquisition | $600,000 | | | | | Passero Associates |
| b. Obstruction Removal (Rwy 15, Rwy 33) | $500,000 | | | | | Passero Associates |
| c. Wildlife Study Update | | | | | $150,000 | Passero Associates |
| **6. BIL Funds** | | | | | | |
| e. NEW SRE Building | $19,208,769 | | | | | Passero Associates |
| | | | | | | |
| **TOTAL PROJECT COST** | **$25,973,120** | **$5,000,000** | **$2,300,000** | **$21,300,000** | **$4,850,000** | |
| **Total Federal Funding (90%) includes entitlement and discretionary funding** | **$23,375,808** | **$4,500,000** | **$2,070,000** | **$19,170,000** | **$4,365,000** | |
| **Local Funding required (10%):** | **$2,597,312** | **$500,000** | **$230,000** | **$2,130,000** | **$485,000** | |
| **Entitlement** | **$3,600,000** | **$3,600,000** | **$3,600,000** | **$3,600,000** | **$3,600,000** | |
| **Anticipated AIP Discretionary/Supplemental/Omnibus CDS** | **$19,775,808** | **$900,000** | **($1,530,000)** | **$15,570,000** | **$765,000** | |
| | | | | | | |
| **1. NOISE MITIGATION** | | | | | | |
| b. Update Noise Compatibility Program | $500,000 | | | | | CHA |
| e. Noise mitigation Implementation | $5,055,555 | $5,555,555 | $5,555,555 | $5,555,555 | $5,555,555 | Jones Payne Group/CHA |
| | | | | | | |
| **TOTAL NOISE MITIGATION TOTAL PROJECT COST** | **$5,555,555** | **$5,555,555** | **$5,555,555** | **$5,555,555** | **$5,555,555** | |
| **Total Federal Funding (90%)** | **$5,000,000** | **$5,000,000** | **$5,000,000** | **$5,000,000** | **$5,000,000** | |
| **Local Funding required (10%)** | **$555,556** | **$555,556** | **$555,556** | **$555,556** | **$555,556** | |
| | | | | | | |
| **1. AIP SUPPLEMENTAL FUNDING** | | | | | | |
| | | | | | | |
| **TOTAL AIP SUPPLEMENTAL FUNDING** | **$0** | **$0** | **$0** | **$0** | **$0** | |
| **Total Federal Funding (90%)** | **$0** | **$0** | **$0** | **$0** | **$0** | |
| **Local Funding required (10%):** | **$0** | **$0** | **$0** | **$0** | **$0** | |

NOTES: FEDERAL FISCAL YEAR BEGINS OCT 1

**Entitlement - red**

Discretionary funding for projects shown in purple

PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

btv.aero

July 25, 2024

Passero Associates
242 West Main Street, Suite 100
Rochester, NY 14614

lcheung@passero.com

Dear Lisa Cheung,

Congratulations! Patrick Leahy Burlington International Airport (Leahy BTV) is pleased to let you know that Passero Associates have been selected to provide Architectural and Engineering services to Leahy BTV for projects from federal fiscal year 2025 through 2029 as approved on our Capital Improvement Program (CIP).

The process used by Leahy BTV for hiring consultants follows the Federal Aviation Administration guidelines. The Airport has chosen to select a number of consultants to be on an "on call" list where they will be further contacted to participate in specific projects. The development of scopes and contracts will be done at the time of the projects. Attached please find our program summary with potential assignments. Please understand that as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

Thank you for your time and effort in preparation for the selection process. We look forward to the potential of working together in the near future. If you have any questions or concerns don't hesitate to reach out.

Sincerely,

Nic Longo, Director of Aviation

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

# PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
# 2024 PROCUREMENT OF PROFESSIONAL SERVICES CONSULTANT SELECTION PROCESS AND RECOMMENDATIONS

## BACKGROUND

FAA Advisory Circular 150/5100-14E outlines guidance to be used in the selection of consultants to contract with to perform architectural, engineering and planning services on federally funded projects at airports, such as Airport Improvement Program (AIP) projects and Passenger Facility Charge (PFC) projects. Separate processes, which included qualification-based selection, were completed for architectural /engineering and planning services, respectively.

The Patrick Leahy Burlington International Airport (BTV) has followed the process outlined in the Advisory Circular and has selected consultants for airport related services about every 5 years or when there was a significant change to the Capital Improvement Program (CIP). BTV has completed this process numerous times throughout the past 30 years, with the most recent selection in 2019 for projects through 2024.

The normal process is to advertise a Request for Qualifications (RFQ) to interested Consultants. This is a summary of the process used this year:

### 1. IDENTIFYING THE PROJECT(S) AND PROFESSIONAL SERVICES

Within the RFQ was a list of the projects we expect to begin, but not limited to, within the next 5-year period. This attachment provided the project name, limited scope, probable year, anticipated services and estimated project cost.

### 2. ESTABLISHING A SELECTION BOARD

The airport selected a diverse group of individuals from the airport staff to review and evaluate the received qualification packets. The team was as

follows:

Nic Longo, Director of Aviation
Marie Freidman, Director of Finance
Larry Lackey, Director of Planning, Engineering and Sustainability
Kirk Patch, Associate Airport Engineer
Andrew Geppner, Manager Airfield Maintenance

## 3. DETERMINING A SELECTION POLICY

AC 150/5100-14E Section 2.7 was followed in detail, which was a comparative analysis of professional qualifications necessary for satisfactory performance of the services required as outlined in Section 1 above. The process fully satisfied the requirements of an open and free competition.

## 4. DEVELOPING A SELECTION CRITERIA

Within the RFQ was a detailed set of selection criteria as outlined below:

Statement of Qualifications (SQQ) were read and evaluated by the Consultant Selection Board. The evaluation process was used to determine which proposals provide the best value to BTV. The best value is determined by evaluating company capability, resource capacity, and staff experience and project references. This will, based on the criteria below and in the professional opinion of the selection board, assure timely delivery of quality service and products. The selection committee used the evaluation criteria described below to objectively evaluate and rank the proposals that were found to be responsive to all major requirements of this RFQ. Upon reviewing SOQ's, BTV selected multiple qualified firms from which it will request proposals for professional architectural/engineering and planning services. The selection of qualified firms and individuals was made by BTV in its sole discretion. Selected participating firms must be willing to submit proposals in response to a request for proposals for the services as referred to in Section 1 above, at the time of project need.

Proposals, which meet the minimum response requirements for architectural/engineering services, were evaluated and scored based on the following criteria:

| Criteria | Maximum Points |
|---|---|
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| ***Staffing Qualifications and Experience with Aviation*** - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation. | **20** |
| ***Capacity for Aviation Projects*** - are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is. | **20** |
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| ***Technical Aviation Expertise*** - Do the Plan Sheets and Technical Submissions demonstrate sound engineering and design practices, contain adequate supporting plan sheets, and overall enable a well-managed construction project | 15 |
| ***Total*** | 100 |

Proposals, which meet the minimum response requirements for planning services were evaluated and scored, based on the following criteria:

| Criteria | Maximum Points |
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## 5. SOLICITING, EVALUATING AND SELECTING A CONSULANT

### 1. SOLICITING:

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As stated above, each qualification submission was reviewed by Airport staff personnel as outlined in Section 2 using Selection Criteria outlined in Section 4 above. Each staff member scored each SOQ independently. The scores were then tabulated based on the scoring and the qualifications by firm were ranked.

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As stated above, the process used by the Airport for hiring consultants follows the Federal Aviation Administration guidelines. This requires the selection of a firm, or firms, from a number of possible candidates after the solicitation of qualifications that best serves the interests of the Airport, and then working with a selected firm to develop a scope of work, negotiate appropriate fees, and executing a contract. As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts.

That list of selected consultants for **Architectural/Engineering** Services follows:

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Stantec
McFarland Johnson
Jones Payne Group
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Passero Associates
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*DBE consultant to be used for project assistants.

## 6. DEVELOPING AND EXECUTING THE CONSULTANT AGREEMENT

As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts. The development of scopes and contracts will be done at the time the projects; however at this time we have assigned the above consultants to the projects

anticipated in our 2025 to 2029 CIP, dated November 28, 2023, that was provided as part of this RFQ process. Those assignments are shown on the attached CIP, however as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

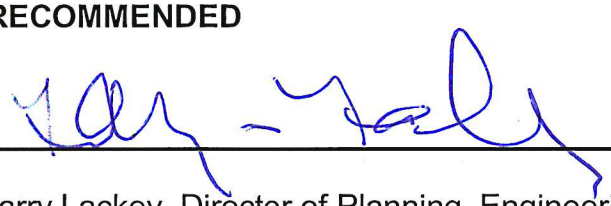
## CONCLUSION AND RECOMMENDATION

The result of this analysis/review process should be a selection of firms that can accomplish needed architectural/airfield design, building/airfield construction, project administration, and planning and environmental services to meet the needs at the Patrick Leahy Burlington International Airport for the next several years. Selection of individual firms and negotiation of fees for specific projects will occur as these projects develop in the Airport's CIP and the particulars skills of the "on-call" consultants are reviewed.

## PROCESS

The narrative included in this document was prepared in good faith to ensure that the Consultant selection process was conducted in a fair and reasonable manner. The procedures outlined in Advisory Circular 150/5100-14E have been followed to the extent practical.

**RECOMMENDED**



Larry Lackey, Director of Planning, Engineering and Sustainability

**ACCEPTED**



Nic Longo, Director of Aviation

DATED: June 13, 2024

Attachment: BTV Capital Improvement Plan FFY2025-2029

# BURLINGTON INTERNATIONAL AIRPORT (BTV)
## AIP PROJECTS - FEDERAL FISCAL YEARS 2025-2029

### PROGRAM SUMMARY
### Tuesday, November 28, 2023

| DESCRIPTION | FISCAL YEAR 2025 | FISCAL Year 2026 | FISCAL Year 2027 | FISCAL Year 2028 | FISCAL Year 2029 | Anticipated Consultant Project Assignment |
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| c. New Glycol Treatment System Upgrade | | | | | $2,000,000 | Stantec |
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| g. Runway 15-33 Shoulder Mill and Overlay and Lighting | | | | $5,000,000 | | Stantec |
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| j. Twy C Rehab | | | $1,500,000 | | | Jacob's Engineering Group |
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| o. 890 Apron Rehab | | | | | $1,400,000 | Hoyle Tanner & Associates |
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| **2. TERMINAL AREA APRON PROJECTS** | | | | | | |
| | | | | | | |
| **3. TERMINAL BUILDING RELATED PROJECTS** | | | | | | |
| a. North Concourse Removal, Replacement Project and Jet Bridges | | | | | | |
| b. South Concourse Removal, Replacement Project and Jet Bridges | | | | $3,500,000 | | Jacob's Engineering Group |
| | | | | | | |
| **4. OTHER PROJECTS (AIP/PFC ELIGIBLE)** | | | | | | |
| a. Replace SRE Equipment | | | $800,000 | | | Passero Associates |
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| **5. PLANNING/ PREDESIGN PROJECTS** | | | | | | |
| a. Avigation Easements, evaluation, acquisition | $600,000 | | | | | Passero Associates |
| b. Obstruction Removal (Rwy 15, Rwy 33) | $500,000 | | | | | Passero Associates |
| c. Wildlife Study Update | | | | | $150,000 | Passero Associates |
| **6. BIL Funds** | | | | | | |
| e. NEW SRE Building | $19,208,769 | | | | | Passero Associates |
| | | | | | | |
| TOTAL PROJECT COST | $25,973,120 | $5,000,000 | $2,300,000 | $21,300,000 | $4,850,000 | |
| Total Federal Funding (90%) includes entitlement and discretionary funding | $23,375,808 | $4,500,000 | $2,070,000 | $19,170,000 | $4,365,000 | |
| Local Funding required (10%): | $2,597,312 | $500,000 | $230,000 | $2,130,000 | $485,000 | |
| Entitlement | $3,600,000 | $3,600,000 | $3,600,000 | $3,600,000 | $3,600,000 | |
| Anticipated AIP Discretionary/Supplemental/Omnibus CDS | $19,775,808 | $900,000 | ($1,530,000) | $15,570,000 | $765,000 | |
| | | | | | | |
| **1. NOISE MITIGATION** | | | | | | |
| b. Update Noise Compatibility Program | $500,000 | | | | | CHA |
| e. Noise mitigation Implementation | $5,055,555 | $5,555,555 | $5,555,555 | $5,555,555 | $5,555,555 | Jones Payne Group/CHA |
| | | | | | | |
| TOTAL NOISE MITIGATION TOTAL PROJECT COST | $5,555,555 | $5,555,555 | $5,555,555 | $5,555,555 | $5,555,555 | |
| Total Federal Funding (90%) | $5,000,000 | $5,000,000 | $5,000,000 | $5,000,000 | $5,000,000 | |
| Local Funding required (10%) | $555,556 | $555,556 | $555,556 | $555,556 | $555,556 | |
| | | | | | | |
| **1. AIP SUPPLEMENTAL FUNDING** | | | | | | |
| | | | | | | |
| TOTAL AIP SUPPLEMENTAL FUNDING | $0 | $0 | $0 | $0 | $0 | |
| Total Federal Funding (90%) | $0 | $0 | $0 | $0 | $0 | |
| Local Funding required (10%): | $0 | $0 | $0 | $0 | $0 | |

NOTES: FEDERAL FISCAL YEAR BEGINS OCT 1

Entitlement - red

Discretionary funding for projects shown in purple

# Attachment C:
# Burlington Standard Contract Conditions For Consultants

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

1. **DEFINITIONS:**
   - **A.** The "Contract" shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
   - **B.** The "Consultant" shall mean Passero Associates, DPC
   - **C.** The "City" shall mean the City of Burlington, Vermont or any of its departments.
   - **D.** The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
   - **E.** The "Parties" shall mean the parties to this Contract.
   - **F.** The "Work" shall mean the services being provided by the Consultant, as provided in the Contract.

2. **REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

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

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

5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

   Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

   1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.

2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

**7. PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant 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 Consultant for its own business.

**8. DESIGN STANDARDS:**

A. Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

B. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

**9. RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants 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 Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

    Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

12. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

    Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

    A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

    No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

13. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land

and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

**14. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

**15. APPEARANCES:**

**A.** Hearings and Conferences: The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

**16. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's

labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. **DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Consultant 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, Consultant shall immediately give the City written notice thereof. Consultant 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 Consultant may proceed without any modification being made to Contract Documents.

18. **NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

19. **CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

20. **EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

**21. PUBLIC HEALTH EMERGENCY:**

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

If Consultant's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

**D.** City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

**22. FORCE MAJEURE:** Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

**23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant 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 Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

**24. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

**25. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

**26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.

**27. OWNERSHIP OF THE WORK:** The Consultant 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 Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant 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 Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

**28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

**29. PUBLIC RECORDS:** The Consultant 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 Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

30. **RECORDS RETENTION AND ACCESS:** The Consultant 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 Consultant 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 Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

31. **CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

32. **SETTLEMENTS OF MISUNDERSTANDINGS:** Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

33. **CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:

    **A.** Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, 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 Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation

for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

**B.** Termination for Cause:

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

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.

iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**34. GENERAL COMPLIANCE WITH LAWS:** The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

**35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Consultant 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. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

**36. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (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 Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

**37. TAX REQUIREMENTS:** By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

**38. NO GIFTS OR GRATUITIES:** The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

**39. ASSIGNMENT:** Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible

and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

**40. TRANSFERS, SUBLETTING, ETC:** The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant 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 Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

**41. CONTINUING OBLIGATIONS:** The Consultant 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 Consultant 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 Consultant is unable to satisfactorily execute the Contract.

**42. INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

**43. ARM'S LENGTH:** This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

**44. RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant 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 Consultant 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 Consultant understands and agrees that it is responsible for the payment of all taxes on the

above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

45. **CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

46. **JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

47. **BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

48. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

49. **ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

50. **APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant 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 Consultant to ensure that they have the latest versions applicable to the Contract.

51. **NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

52. **WAIVER:** Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Attachment C-1**
**Insurance & Indemnification**

***As used in this Attachment, the term "Contractor" shall refer to the "Consultant".***

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

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

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

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

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

Coverage limits shall not be less than:

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

**B.** Workers' Compensation/Employer Liability: With respect to all operations performed, the

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

1. Bodily Injury by Accident: $500,000 each accident

2. Bodily Injury by Disease: $500,000 policy limit,
$500,000 each employee

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

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

**D.** Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

   (a) $2,000,000 - Annual Aggregate/Policy Limit

   (b) $1,000,000 - Per Claim/Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.

3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

**E.** [Special Coverages] – NOT APPLICABLE

**F.** Umbrella/Excess Liability:

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

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy hall be endorsed to waive subrogation against the City.

**INDEMNIFICATION:**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

# Attachment D:
# Burlington Livable Wage Ordinance Certification

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Lisa M Cheung, on behalf of Passero Associates, DPC ("the Contractor") in connection with a contract for construction phase for the Snow Removal Equipment Building services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we 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 chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we 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 ordinance.

Date 6/17/26 By: Lisa M Cheung

Subscribed and sworn to before me:

Date June 17, 2026

Regina Marie Migliorini

REGINA MARIE MIGLIORINI NOTARY PUBLIC STATE OF NEW YORK

Regina Marie Migliorini
Notary Public - State of New York
Qualified in Monroe County
Commission No. 01MI0002894
My Commission Expires 03/17/2027

# Attachment E:
# Burlington Outsourcing Ordinance Certification

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Lisa M Cheung, on behalf of

Passero Associates, DPC (Contractor) and in connection with the

---

Snow Removal Equipment Building – Construction Phase Services [project], hereby certify under oath that (1) Contractor shall comply with the City of

Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at Rochester, NY this 17th day of June, 2026.

By: Lisa M Cheung
Duly Authorized Agent

Subscribed and sworn to before me: Regina Marie Migliorini
Notary

Regina Marie Migliorini
Notary Public - State of New York
Qualified in Monroe County
Commission No. 01MI0002894
My Commission Expires 03/17/2027

# Attachment F:
# Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, Lisa M Cheung, on behalf of Passero Associates, DPC

(Contractor) and in connection with Snow Removal Equipment Building Construction Phases Services (City

contract/project/grant), hereby certify under oath that Passero Associates

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at Rochester, NY this 17th day of June, 2026

By: Lisa M Cheung

Duly Authorized Agent

# Attachment G:
# Consultant's Certificate of Insurance & Endorsements

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2025

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

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

**PRODUCER**
Arthur J. Gallagher Risk Management Services, LLC
30 Century Hill Drive, Suite 200
Latham NY 12110

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 518-869-3535 **FAX (A/C, No):** 518-869-3580
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Indemnity Company | 25658 |
| INSURER B : Charter Oak Fire Insurance Company | 25615 |
| INSURER C : Phoenix Insurance Company | 25623 |
| INSURER D : Travelers Property Casualty Co of America | 25674 |
| INSURER E : | |
| INSURER F : | |

**INSURED** PASSASS-01
Passero Associates Engineering Architecture & Surveying DPC
Passero Associates LLC / Passero Associates
242 W Main St. Suite 100
Rochester NY 14614

**COVERAGES** **CERTIFICATE NUMBER:** 414308235 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 6808P561169 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| D | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | BA7R75786A | 5/1/2025 | 5/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | Y | Y | CUP8P561803 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>Follow Form | $ 8,000,000<br>$ 8,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | UB8P560763 | 5/1/2025 | 5/1/2026 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Snow Removal Building Certificate Holder is additional insured on a primary/non-contributory basis as required by written contract under the General Liability, Automobile Liability, Umbrella/Excess Liability policies. Waiver of Subrogation applies as required by written contract. 30 days' notice of cancellation applies.

**CERTIFICATE HOLDER**

Burlington International Airport
1200 Apt Drive
South Burlington VT 05430
USA

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>Passero Associates Engineering<br>Architecture & Surveying DPC<br>242 W Main St. Suite 100<br>Rochester, NY 14614<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>585-325-1000<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>161255176 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>Burlington International Airport<br>1200 Apt Drive<br>South Burlington, VT 05430<br>USA | 3a. Name of Insurance Carrier<br>Phoenix Insurance Company<br>3b. Policy Number of Entity Listed in Box "1a"<br>UB8P560763<br>3c. Policy effective period<br>05/01/2025 to 05/01/2026<br>3d. The Proprietor, Partners or Executive Officers are<br>[Y] included. (Only check box if all partners/officers included)<br>[N] all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Arthur J. Gallagher Risk Management Services, LLC
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 5/4/2025
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-869-3535

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1.** The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

**a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

**b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

**c.** With respect to the independent acts or omissions of such person or organization; or

**d.** For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

**e.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**f.** This insurance does not apply to the rendering of or failure to render any "professional services".

**g.** In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

**h.** This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2.** The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

**(1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and

**(2)** The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.


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**3.** The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4.** The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

**a.** After you have signed that written contract;

**b.** While that part of the written contract is in effect; and

**c.** Before the end of the policy period.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A.** Non-Owned Watercraft – 75 Feet Long Or Less

**B.** Who Is An Insured – Unnamed Subsidiaries

**C.** Who Is An Insured – Retired Partners, Members, Directors And Employees

**D.** Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

**E.** Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

**F.** Blanket Additional Insured – Controlling Interest

**G.** Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

**H.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

**I.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

**J.** Incidental Medical Malpractice

**K.** Medical Payments – Increased Limit

**L.** Amendment Of Excess Insurance Condition – Professional Liability

**M.** Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

**N.** Contractual Liability – Railroads

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

**1.** The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**(2)** A watercraft you do not own that is:

**(a)** 75 feet long or less; and

**(b)** Not being used to carry any person or property for a charge;

**2.** The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

**e.** Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

**(1)** 75 feet long or less; and

**(2)** Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and


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**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

**a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

**b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

**a.** A limited liability company;

**b.** An organization other than a partnership, joint venture or limited liability company; or

**c.** A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1)** "Bodily injury":

**(a)** To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

**(b)** To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2)** "Personal injury":

**(a)** To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

**(3)** "Property damage" to property:

**(a)** Owned, occupied or used by; or

**(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.


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**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

**3.** Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

**a.** Coverage under this provision is afforded only:

**(1)** Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

**(2)** Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

**b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

**c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

**a.** A limited liability company;

**b.** An organization other than a partnership, joint venture or limited liability company; or

**c.** A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

**1.** The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

**a.** Such financial control; or

**b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**2.** The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

**a.** Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,


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subsequent to the signing of that contract or agreement; and

**b.** Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

**a.** The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**b.** The insurance provided to such person or organization does not apply to:

**(1)** Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

**(2)** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

**a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

**b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. INCIDENTAL MEDICAL MALPRACTICE**

**1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**2.** The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,


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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**3.** The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**4.** The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**6.** The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

**7.** Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

**a.** $10,000; or

**b.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.


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**N. CONTRACTUAL LIABILITY – RAILROADS**

**1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

**2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.


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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CG 20 37 07 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -COMPLETED OPERATIONSTHIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULENAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO INCLUDE AS AN ADDITIONAL INSURED ON THIS COVERAGE PART, PROVIDED THAT SUCH WRITTEN CONTRACT WAS SIGNED AND EXECUTED BY YOU BEFORE, AND IS IN EFFECT WHEN, THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS OR THE "PERSONAL INJURY" OR "ADVERTISING INJURY" OFFENSE IS COMMITTED.LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: ANY PROJECT TO WHICH A WRITTEN CONTRACT WITH THE ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) IN THE SCHEDULE APPLIES.(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".CG 20 37 07 04COPYRIGHT ISO PROPERTIES, INC. 2004

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS**

**LIMITS OF INSURANCE**

| | |
|---|---|
| **Total Aggregate Limit (Other Than Projects and Products-Completed Operations)** | **$ 20,000,000** |
| **Designated Location Aggregate Limit (Other Than Products-Completed Operations)** | **$ 4,000,000** |
| **Designated Project Aggregate Limit (Other Than Products-Completed Operations)** | **$ 4,000,000** |
| **General Aggregate Limit (Other Than Products-Completed Operations)** | **$ 4,000,000** |

**Designated Projects:**
**Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.**

**Designated Locations:**
**All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.**

**PROVISIONS**

**1.** The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.

**2.** The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

**1.** The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought;


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**c.** Persons or organizations making claims or bringing "suits"; or

**d.** "Projects" or "locations".

**3.** The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

**2. a.** The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

**(1)** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

**(2)** Damages under Coverage **B**; and

**(3)** Medical expenses under Coverage **C**.

**b.** The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

**(1)** The Designated Project Aggregate Limit is the most we will pay for the sum of:

**(a)** Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

**(b)** Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

**(2)** The Designated Project Aggregate Limit applies separately to each "project".

**(3)** The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

**(4)** The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

**(5)** Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

**c.** Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

**(1)** The Designated Location Aggregate Limit is the most we will pay for the sum of:

**(a)** Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

**(b)** Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

**(2)** The Designated Location Aggregate Limit applies separately to each "location".

**(3)** The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

**(4)** The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in


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Paragraph **2.d.** below applies to such damages.

**(5)** Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

**(a)** The Total Aggregate Limit; and

**(b)** The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

**d.** Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

**(1)** The General Aggregate Limit is the most we will pay for the sum of:

**(a)** Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

**(b)** Damages under Coverage **B**.

**(2)** The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

**(3)** Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

**(a)** The Total Aggregate Limit; and

**(b)** The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

**4.** The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

**3.** The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

**5.** The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".


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**POLICY NUMBER:** 6808P561169

**EFFECTIVE DATE:** 05/01/2025

**ISSUE DATE:** 03/02/2023

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

| | |
|---|---|
| PN T9 38 12 12 | IMPORTANT NOTICE TO NORTH CAROLINA POLICYHOLDERS - CAUSES OF LOSS NOT COVERED |
| IL T0 19 02 05 | COMMON POLICY DECLARATIONS |
| MP T0 01 02 05 | BUSINESSOWNERS COVERAGE PART DECLARATIONS |
| IL T8 01 01 01 | FORMS ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T3 15 09 07 | COMMON POLICY CONDITIONS |
| IL T0 20 02 05 | ADDITIONAL LOCATIONS |

BUSINESSOWNERS

| | |
|---|---|
| MP T0 25 02 05 | SPECIAL PROVISIONS - LOSS PAYEE |
| CP 12 18 10 12 | LOSS PAYABLE PROVISIONS |
| MP T1 30 02 05 | TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN |
| MP P0 06 09 15 | ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY ENHANCEMENT |
| MP P0 07 09 15 | ARCHITECTS, ENGINEERS AND SURVEYORS FLOOD ENDORSEMENT |
| MP P0 08 09 15 | ARCHITECTS, ENGINEERS AND SURVEYORS EARTHQUAKE ENDORSEMENT |
| MP T1 02 02 05 | BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM |
| MP T1 05 02 05 | AMENDATORY PROVISIONS - OFFICES |
| MP T5 30 11 12 | FUNGUS WET ROT AND DRY ROT CHANGES - NEW YORK |
| MP T3 07 03 97 | PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS |
| MP T3 25 01 21 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| MP T3 50 11 06 | EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION |
| MP T3 56 02 08 | AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS |
| CP 01 23 04 08 | OHIO CHANGES |
| MP T5 36 03 14 | NORTH CAROLINA CHANGES |
| MP T5 45 01 18 | NEW YORK CHANGES |
| MP T4 46 05 91 | VERMONT CHANGES |
| MP T4 81 01 00 | GEORGIA CHANGES - "POLLUTANTS" |
| MP T5 01 01 20 | GEORGIA CHANGES |

COMMERCIAL GENERAL LIABILITY

| | |
|---|---|
| CG D4 69 02 19 | TOT AGG LIMIT OTHER THAN PROJECTS |
| CG T0 34 02 19 | TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19 |
| CG T1 00 02 19 | COMMERCIAL GENERAL LIABILITY COVERAGE FORM |
| CG D3 09 02 19 | AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD |

**COMMERCIAL GENERAL LIABILITY (CONTINUED)**

| | |
|---|---|
| CG D3 81 09 15 | BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS) |
| CG D4 11 04 08 | ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION |
| CG D6 75 02 19 | AMEND-WHO IS INS-ARCHIT/ENG/SURVEY ACTIV |
| CG D9 10 09 21 | AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION |
| CG F5 62 02 09 | LIMITATION WHEN TWO OR MORE COVG PARTS APPLY TO THE SAME CLAIM OR SUIT - NY |
| CG T8 01 05 23 | GENERAL PURPOSE ENDORSEMENT |
| CG T8 02 05 23 | GENERAL PURPOSE ENDORSEMENT |
| CG T8 03 05 23 | GENERAL PURPOSE ENDORSEMENT |
| CG T8 04 05 23 | GENERAL PURPOSE ENDORSEMENT |
| CG D3 79 02 19 | XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS |
| CG D3 80 10 11 | EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY |
| CG D4 21 07 08 | AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS |
| CG D6 18 10 11 | EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS |
| CG D7 71 09 20 | UNMANNED AIRCRAFT EXCLUSION - WITH EXCEPTION FOR CERTAIN ADVERTISING INJURY |
| CG D1 42 02 19 | EXCLUSION - DISCRIMINATION |
| CG 26 21 10 91 | NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP |
| CG F2 63 02 19 | NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM |
| CG F9 34 02 19 | AMENDMENT OF DUTIES IN EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION |
| CG F0 94 10 15 | EXCLUSION - LEAD - NEW YORK |
| CG T9 29 07 86 | OCCURRENCE - WEST VIRGINIA AND OHIO |

**EMPLOYEE BENEFITS LIABILITY**

| | |
|---|---|
| CG T0 09 09 93 | EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS |
| CG T0 43 01 16 | TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY COVERAGE FORM |
| CG T1 01 01 16 | EMPLOYEE BENEFITS LIABILITY COVERAGE FORM |
| CG F7 18 08 12 | NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP |
| CG T9 14 01 16 | NEW YORK CHANGES - EBL |

**MULTIPLE SUBLINE ENDORSEMENTS**

| | |
|---|---|
| CG 01 04 12 04 | NEW YORK CHANGES - PREMIUM AUDIT |

**COMMERCIAL INLAND MARINE**

| | |
|---|---|
| CM T0 05 01 98 | CONTRACTOR'S EQUIPMENT COVERAGE - DECLARATIONS |

**COMMERCIAL INLAND MARINE (CONTINUED)**

| | |
|---|---|
| CM T0 11 08 05 | COMMERCIAL INLAND MARINE COVERAGE PART - TABLE OF CONTENTS |
| CM 00 01 09 04 | COMMERCIAL INLAND MARINE CONDITIONS |
| CM T1 03 01 98 | CONTRACTORS EQUIPMENT - SPECIAL |
| CM T3 98 01 21 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| CM T9 22 09 07 | ARCHITECTS, ENGINEERS AND SURVEYORS EQUIPMENT ENDORSEMENT |
| CM 01 03 02 14 | NORTH CAROLINA CHANGES |
| CM 01 04 09 15 | NEW YORK CHANGES |
| CM 01 40 04 08 | OHIO CHANGES |
| CM T9 08 01 98 | ADDITIONAL COVERAGES CHANGES - NEW YORK |

**INTERLINE ENDORSEMENTS**

| | |
|---|---|
| IL F0 63 05 13 | NEW YORK - EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA |
| IL T0 63 07 22 | ACTUAL CASH VALUE |
| IL T3 20 05 19 | NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US |
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL T4 14 01 21 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| IL T4 40 10 20 | PROTECTION OF PROPERTY |
| IL T3 82 05 13 | EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA |
| IL T8 00 05 23 | GENERAL PURPOSE ENDORSEMENT |
| IL 00 23 07 02 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM) |
| IL 01 53 07 02 | VERMONT CHANGES |
| IL 01 70 09 07 | VERMONT CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD |
| IL 01 83 08 08 | NEW YORK CHANGES - FRAUD |
| IL 02 68 01 14 | NEW YORK CHANGES - CANCELLATION AND NONRENEWAL |
| IL F1 42 06 19 | EXCLUSION - DESIGNATED PERSONS OR ORGANIZATIONS - NEW YORK |
| IL F1 53 12 22 | ACTUAL CASH VALUE - NEW YORK |
| IL T4 00 05 19 | DESIG PERSON, ORG-NOTICE PROVIDED BY US |

**POLICY HOLDER NOTICES**

| | |
|---|---|
| PN T4 54 01 08 | IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION |
| PN MP 57 04 17 | IMP NOT PROT SAFEGUARDS SPRK AND REST |
| PN T5 74 09 22 | NOTICE NY HAZARDOUS MATERIAL REPORT |
| PN U2 45 01 16 | NY DISCLOSURE ADDENDUM - EBL |
| PN MP 38 01 11 | IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE –** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A. BROAD FORM NAMED INSURED**

**B. BLANKET ADDITIONAL INSURED**

**C. EMPLOYEE HIRED AUTO**

**D. EMPLOYEES AS INSURED**

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

**G. WAIVER OF DEDUCTIBLE – GLASS**

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

**J. PERSONAL EFFECTS**

**K. AIRBAGS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**M. BLANKET WAIVER OF SUBROGATION**

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"


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name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   **(1)** Any covered "auto" you lease, hire, rent or borrow; and

   **(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   **(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   **(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.


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**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

**a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

**b.** The airbags are not covered under any warranty; and

**c.** The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

**(a)** You (if you are an individual);

**(b)** A partner (if you are a partnership);

**(c)** A member (if you are a limited liability company);

**(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or


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**(e)** Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.


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# NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

| | |
|---|---|
| **CANCELLATION:** | **Number of Days Notice:** 30 |
| **WHEN WE DO NOT RENEW (Nonrenewal):** | **Number of Days Notice:** 1 |

**PROVISIONS**

**A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

**B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.


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**POLICY NUMBER:** CUP8P561803

**EFFECTIVE DATE:** 05/01/2025

**ISSUE DATE:** 03/02/2023

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

| | |
|---|---|
| IL T8 01 01 01 | FORMS ENDORSEMENTS AND SCHEDULE NUMBERS |

### UMBRELLA / EXCESS

| | |
|---|---|
| EU 00 02 09 20 | POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY |
| EU 00 03 08 18 | SCHEDULE OF UNDERLYING INSURANCE |
| EU 00 01 07 16 | EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE |
| EU 00 05 07 16 | SCHEDULE OF NAMED INSUREDS |
| EU 00 59 10 22 | NEW YORK CHANGES |
| EU 02 34 07 16 | AMENDMENT OF COVERAGE - DEFINITIONS |
| EU 01 44 07 16 | COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS |
| EU 03 15 08 18 | AMENDMENT OF UNDERLYING INSURANCE DEFINITION |
| EU 00 07 07 16 | CAP LOSSES - CERT ACTS TERRORSM AND EXCL |
| EU 01 30 08 18 | ARCHITECT, ENGINEER OR SURVEYOR PROFESSIONAL SERVICES EXCLUSION - COVERAGE B |
| EU 01 48 08 18 | DAMAGE TO PROPERTY EXCLUSION - COVERAGE A |
| EU 02 09 08 18 | NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES A AND B |
| EU 02 85 07 16 | UNMANNED AIRCRAFT EXCLUSION - COVERAGE B |
| EU 02 90 07 16 | WATERCRAFT LIABILITY EXCLUSION - COVERAGE B |
| EU 03 31 08 18 | DISCRIMINATION EXCLUSION - COVERAGE B |
| EU 03 45 08 18 | LEAD EXCLUSION - COVERAGE B - NEW YORK |
| EU 04 21 09 21 | INTELLECTUAL PROPERTY EXCLUSION - COVERAGE B |

### INTERLINE ENDORSEMENTS

| | |
|---|---|
| IL T3 20 05 19 | NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US |
| IL T3 68 01 21 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| IL F1 42 06 19 | EXCLUSION - DESIGNATED PERSONS OR ORGANIZATIONS - NEW YORK |
| IL T4 00 05 19 | DESIG PERSON, ORG-NOTICE PROVIDED BY US |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

| **Automobile Liability** | **Limits Of Liability** | |
|---|---|---|
| Carrier: Travelers Property Casualty Co of America | Bodily Injury And Property Damage Combined Single Limit | $1,000,000 |

Policy Number BA7R75786A

Policy Period

From: 05/01/2025

to: 05/01/2026

| **Employee Benefits Liability** | **Limits Of Liability** | |
|---|---|---|
| Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT | Each Employee | $2,000,000 |
| | Aggregate | $2,000,000 |

Policy Number CUP8P561803

Policy Period

From: 05/01/2025

to: 05/01/2026

| **Commercial General Liability** | **Limits Of Liability** | |
|---|---|---|
| Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT | General Aggregate | $4,000,000 |
| | Products-Completed Operations Aggregate | $4,000,000 |
| | Personal and Advertising Injury | $2,000,000 |
| | Each Occurrence | $2,000,000 |

Policy Number CUP8P561803

Policy Period

From: 05/01/2025

to: 05/01/2026


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**Commercial General Liability**

Carrier : Travelers Property Casualty Co of America

Policy Number 66808P560935

Policy Period

From: 05/01/2025

to: 05/01/2026

| Limits Of Liability | |
|---|---|
| General Aggregate | $4,000,000 |
| Products-Completed Operations Aggregate | $4,000,000 |
| Personal and Advertising Injury | $2,000,000 |
| Each Occurrence | $2,000,000 |

**Employers Liability**

Carrier: THE PHOENIX INSURANCE COMPANY

Policy Number UB 8P560763

Policy Period

From: 05/01/2025

to: 05/01/2026

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

| Limits Of Liability | |
|---|---|
| Bodily Injury By Accident Each Accident | $1,000,000* |
| Bodily Injury By Disease Policy Limit | $1,000,000* |
| Bodily Injury By Disease Each Employee | $1,000,000* |

**Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:

PRODUCER:ARTHUR J GALLAGHER RISK OFFICE:RETAIL A&E 21W


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# EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

## THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

## COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

## COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

## PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

### SECTION I – COVERAGES

**A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**

**1.** We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

**2.** Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

**3.** The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

**4.** For the purposes of Paragraph **1.** above:

**a.** The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

**(1)** Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability


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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

**(2)** Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

**(3)** Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

**b.** If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

**5.** When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

**B. COVERAGE B – UMBRELLA LIABILITY**

**1.** We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

**2.** Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

**a.** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

**b.** The "bodily injury" or "property damage" occurs during the policy period; and

**c.** Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

**3.** Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

**4.** The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

**5.** "Bodily injury" or "property damage":

**a.** Which occurs during the policy period; and

**b.** Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;


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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

**C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

**D. DEFENSE AND SUPPLEMENTARY PAYMENTS**

1. We will have the right and duty to defend the insured:
   a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:
      **(1)** The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
      **(2)** The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.


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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.


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**b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.

**3.** Each of the following is also an insured:

**a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

**(1)** "Bodily injury" or "personal injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2)** "Property damage" to property:

**(a)** Owned, occupied or used by; or

**(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

**b.** Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

**c.** Any person or organization having proper temporary custody of your property if you die, but only:

**(1)** With respect to liability arising out of the maintenance or use of that property; and

**(2)** Until your legal representative has been appointed.

**d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**4.** Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you


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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to:
      (1) "Bodily injury" or "property damage" that occurred; or
      (2) "Personal injury" or "advertising injury" arising out of an offense committed;

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

**C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

**B.** The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:


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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

**C.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

**D.** Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

**E.** The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

**F.** The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

## SECTION IV – EXCLUSIONS

This insurance does not apply to:

**A.** With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   **a.** Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   **b.** Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

   **c.** Any loss, cost or expense arising out of any:

   **(1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

   **(2)** Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. **Employment-Related Practices**

   Damages because of injury to:

   **a.** A person arising out of any:

   **(1)** Refusal to employ that person;

   **(2)** Termination of that person's employment; or

   **(3)** Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

**b.** The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

**a.** Whether the insured may be liable as an employer or in any other capacity; and

**b.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**3. ERISA, COBRA And Similar Laws**

Any obligation of the insured under:

**a.** The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

**b.** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

**c.** Any similar common or statutory law of any jurisdiction.

**4. Medical Expenses Or Payments**

Any obligation of the insured under any "medical expenses" or medical payments coverage.

**5. Nuclear Material**

Damages arising out of:

**a.** The actual, alleged or threatened exposure of any person or property to; or

**b.** The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

**a.** "Hazardous properties" includes radioactive, toxic or explosive properties;

**b.** "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

**c.** "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

**6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws**

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

**a.** Uninsured motorists;

**b.** Underinsured motorists;

**c.** Auto no-fault or other first-party personal injury protection (PIP);

**d.** Supplementary uninsured/underinsured motorists (New York); or

**e.** Medical expense benefits and income loss benefits (Virginia).

**7. War**

Damages arising out of:

**a.** War, including undeclared or civil war; or

**b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**8. Workers Compensation And Similar Laws**

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**B.** With respect to Coverage **B**:

**1. Expected Or Intended Bodily Injury Or Property Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Contractual Liability**

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**3. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

**a.** Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;


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**b.** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

**c.** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**4. Employers Liability**

"Bodily injury" to:

**a.** An "employee" of the insured arising out of and in the course of:

**(1)** Employment by the insured; or

**(2)** Performing duties related to the conduct of the insured's business; or

**b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

**a.** Whether the insured may be liable as an employer or in any other capacity; and

**b.** To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

**5. Pollution**

**a.** "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

**b.** Any loss, cost or expense arising out of any:

**(1)** Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(2)** Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**6. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

**7. Auto**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

**8. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

**a.** While ashore on premises owned by or rented to any insured; or

**b.** That is 50-feet long or less and that:

**(1)** You own; or


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(2) You do not own and is not being used to carry any person or property for a charge.

**9. Electronic Data**

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**10. Damage To Property, Products Or Work**

"Property damage" to:

**a.** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**b.** Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

**c.** Property loaned to you;

**d.** Personal property in the care, custody or control of the insured;

**e.** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

**f.** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

**g.** "Your product" arising out of "your product" or any part of it; or

**h.** "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

**11. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

**a.** A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

**b.** A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**12. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

**a.** "Your product";

**b.** "Your work"; or

**c.** "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**13. Violation Of Consumer Financial Protection Laws**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

**14. Unsolicited Communication**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**15. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**16. Knowing Violation Of Rights Of Another**

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

**17. Material Published With Knowledge Of Falsity**

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.


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**18. Material Published Or Used Prior To Policy Period**

**a.** "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

**b.** "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**19. Criminal Acts**

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**20. Breach Of Contract**

"Personal injury" or "advertising injury" arising out of a breach of contract.

**21. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**22. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**23. Intellectual Property**

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

**a.** Copyright;

**b.** Patent;

**c.** Trade dress;

**d.** Trade name;

**e.** Trademark;

**f.** Trade secret; or

**g.** Other intellectual property rights or laws.

This exclusion does not apply to:

**a.** "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

**b.** Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**24. Insureds In Media And Internet Type Business**

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

**a.** Advertising, "broadcasting" or publishing;

**b.** Designing or determining content of web-sites for others; or

**c.** An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

**a.** Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

**b.** The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**25. Electronic Chatrooms Or Bulletin Boards**

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

**26. Unauthorized Use Of Another's Name Or Product**

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**C.** With respect to Coverage **C**:

**Newly Acquired, Controlled Or Formed Entities**

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis


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management event" after the date you acquired or formed such organization.

## SECTION V – CONDITIONS

### A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

### B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

### C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

### E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

### F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under


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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

## G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

## H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

## I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and


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**d.** That Extended Reporting Period endorsement is issued by us and made a part of this policy.

**3.** Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

**4.** Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

**J. INSPECTIONS AND SURVEYS**

**1.** We have the right but are not obligated to:

**a.** Make inspections and surveys at any time;

**b.** Give you reports on the conditions we find; and

**c.** Recommend changes.

**2.** Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

**a.** Are safe or healthful; or

**b.** Comply with laws, regulations, codes or standards.

**K. LEGAL ACTION AGAINST US**

**1.** No person or organization has a right under this insurance:

**a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

**b.** To sue us on this insurance unless all of its terms have been fully complied with.

**2.** A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

**a.** Are not payable under the terms of this insurance; or

**b.** Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**L. MAINTENANCE OF UNDERLYING INSURANCE**

**1.** The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

**2.** The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

**a.** Coverage;

**b.** Limits of insurance;

**c.** Termination of any coverage; or

**d.** Exhaustion of aggregate limits.

**3.** If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

**M. OTHER INSURANCE**

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:


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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

**N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

**O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

**P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

**S. SEPARATION OF INSUREDS**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the


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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

**U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

**SECTION VI – DEFINITIONS**

**A.** With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;


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**d.** Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

**e.** Any similar risk transfer or risk management method.

"Other insurance" does not include:

**a.** Any "underlying insurance"; or

**b.** Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

**8.** "Products-completed operations hazard":

**a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

**(1)** Products that are still in your physical possession; or

**(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

**(a)** When all the work called for in your contract has been completed;

**(b)** When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

**(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**b.** Does not include "bodily injury" or "property damage" arising out of:

**(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

**(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or

**(3)** Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

**9.** "Suit" means a civil proceeding which alleges damages. "Suit" includes:

**a.** An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

**b.** Any other alternative dispute resolution proceeding to which the insured submits with our consent.

**10.** "Underlying insurance":

**a.** Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

**b.** Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

**c.** Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

**11.** "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

**B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

**1.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

**a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and

**b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**2.** "Advertising injury":


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**a.** Means injury, other than "personal injury", caused by one or more of the following offenses:

**(1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

**(2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

**(a)** Appropriates a person's name, voice, photograph or likeness; or

**(b)** Unreasonably places a person in a false light; or

**(3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**3.** "Auto" means:

**a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

**b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**4.** "Bodily injury" means:

**a.** Physical harm, including sickness or disease, sustained by a person; or

**b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

**5.** "Broadcasting" means transmitting any audio or visual material for any purpose:

**a.** By radio or television; or

**b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

**(1)** Radio or television programming being transmitted;

**(2)** Other entertainment, educational, instructional, music or news programming being transmitted; or

**(3)** Advertising transmitted with any such programming.

**6.** "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

**a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

**b.** Information bearing on a person's credit worthiness, credit standing or credit capacity;

**c.** Social security number;

**d.** Driver's license number; or

**e.** Birth date.

**7.** "Consumer financial protection law" means:

**a.** The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

**b.** California's Song-Beverly Credit Card Act and any of its amendments; or

**c.** Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

**8.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**9.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**10.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

**a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or


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**b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**11.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**12.** "Loading or unloading" means the handling of property:

**a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

**b.** While it is in or on an aircraft, watercraft or "auto"; or

**c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**13.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

**a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

**b.** Vehicles maintained for use solely on or next to premises you own or rent.

**c.** Vehicles that travel on crawler treads.

**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

**(1)** Power cranes, shovels, loaders, diggers or drills; or

**(2)** Road construction or resurfacing equipment such as graders, scrapers or rollers.

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

**(1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

**(2)** Cherry pickers and similar devices used to raise or lower workers.

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**(1)** Equipment designed primarily for:

**(a)** Snow removal;

**(b)** Road maintenance, but not construction or resurfacing; or

**(c)** Street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

**14.** "Occurrence" means:

**a.** With respect to "bodily injury" or "property damage":

**(1)** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

**(2)** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;


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**b.** With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

**c.** With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

**15.** "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

**16.** "Personal injury":

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

**(1)** False arrest, detention or imprisonment;

**(2)** Malicious prosecution;

**(3)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

**(4)** Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

**(5)** Oral or written publication, including publication by electronic means, of material that:

**(a)** Appropriates a person's name, voice, photograph or likeness; or

**(b)** Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**17.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**18.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**19.** "Self-insured retention" is the greater of:

**a.** The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

**b.** The applicable limit of insurance of any "other insurance" that applies.

**20.** "Slogan":

**a.** Means a phrase that others use for the purpose of attracting attention in their advertising.

**b.** Does not include a phrase used as, or in, the name of:

**(1)** Any person or organization other than you; or

**(2)** Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.


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**21.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**22.** "Title" means the name of a literary or artistic work.

**23.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

**24.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

**25.** "Your product":

**a.** Means:

**(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

**(a)** You;

**(b)** Others trading under your name; or

**(c)** A person or organization whose business or assets you have acquired; and

**(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

**(2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**26.** "Your work":

**a.** Means:

**(1)** Work or operations performed by you or on your behalf; and

**(2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

**(2)** The providing of or failure to provide warnings or instructions.

**C.** With respect to Coverage **C**:

**1.** "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

**2.** "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

**a.** Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

**b.** Significant adverse regional or national media coverage.

**3.** "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

**a.** For the reasonable and necessary:

**(1)** Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

**(2)** Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

**b.** For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

**(1)** Medical expenses;

**(2)** Funeral expenses;

**(3)** Psychological counseling;

**(4)** Travel expenses;

**(5)** Temporary living expenses;

**(6)** Expenses to secure the scene of a "crisis management event"; or

**(7)** Any other expenses pre-approved by us.


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**4.** "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

**5.** "Executive officer" means your:

**a.** Chief Executive Officer;

**b.** Chief Operating Officer;

**c.** Chief Financial Officer;

**d.** President;

**e.** General Counsel;

**f.** General partner (if you are a partnership); or

**g.** Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

| | |
|---|---|
| **CANCELLATION:** | **Number of Days Notice:** 60 |
| **WHEN WE DO NOT RENEW (Nonrenewal):** | **Number of Days Notice:** |

**PROVISIONS**

**A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

**B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.


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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION**
**AND**
**EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) -** 001

POLICY NUMBER: **UB8P560763**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.**

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 R3 (00) -** 001

POLICY NUMBER: **UB8P560763**

# NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

| **Name and Address of Designated Persons or Organizations:** | **Number of Days Notice** |
|---|---|
| ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:<br>1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND<br>2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.<br><br>ADDRESS:<br>THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US. | 30 |

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: **04-17-24** ST ASSIGN:



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**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to Accept and Execute a Lease-Finance Agreement and a Contract Agreement with Engelberth Construction, Inc (ECI) for the construction of the Snow Removal Equipment (SRE) building and execute a Contract Agreement with Passero Associates, Inc (PA) for the construction oversight services of the SRE building

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☒ | Board of Finance | 6/29/2026 |
| ☒ | City Council | 7/13/2026 |
| ☐ | Both BOF and Council | Click or tap to enter a date. |

**Instructions**

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

| Signoff Needed | Received? | Approval Date | Note |
|---|---|---|---|
| Department Head | Yes | 6/19/2026 | Nicolas Longo |
| Mayor's Office | Yes | 6/23/2026 | Lisa Gerlach |
| Board/Commission | Yes | 6/23/2026 | Airport Commission |
| City Attorney's Office for memo and contracts or legal documents | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office for memo and motion(s) or resolution(s) | Yes | 6/23/2026 | Hayley McClenahan |
| CAO for budget, financing, and memo | Yes | 6/23/2026 | Katherine Schad |
| Human Resources, if personnel action or policy | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if IT-related | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Resolution Relating to**

AUTHORIZATION TO ENTER INTO A CAPITAL LEASE PURCHASE AGREEMENT WITH M&T BANK FOR AIRPORT IMPROVEMENTS

**RESOLUTION** 6.15
Sponsor(s): Bd. of Finance
Introduced: 07/13/26
Referred to: _____

Action: adopted
Date: 07/13/26
Signed by Mayor: 07/14/26

## CITY OF BURLINGTON

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

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

That WHEREAS, the City of Burlington, Vermont (the "City") owns and operates the Patrick Leahy Burlington International Airport (the "Airport"); and

WHEREAS, Section 48(50) of the City Charter authorizes the City to acquire and hold by lease, purchase, or gift and to maintain a public aviation field and municipal airport and to properly equip the same for use, and to manage and control such aviation field and its equipment; and

WHEREAS, Section 276(2) of the City Charter gives the City Council the exclusive general management and control of all lands owned or leased and used by the City for the purpose of a municipal airport, and of all buildings, property, and equipment of the City thereon, and authorizes the City Council to see that the same are kept in good condition and repair; and

WHEREAS, Section 64b(b) of the City Charter authorizes and empowers the City to improve its airport for the purposes of providing expanded service and facilities to the users of the airport; and

WHEREAS, Section 55 of the City Charter grants the City Council the exclusive power to authorize a sale or lease of any real or personal estate belonging to the City; and

WHEREAS, the Airport's existing maintenance and storage building does not provide adequate storage to protect the Airport's snow removal equipment, as required by Federal Aviation Administration ("FAA") regulations; and

WHEREAS, the City desires to finance the construction of a new snow removal equipment building to replace its current maintenance and storage building in order to meet FAA regulations (the "Project") though lease financing, pursuant to which the City will (i) enter into a ground lease for the real property where the Project will be constructed (the "Property") with the financial institution providing the lease financing (the "Lessor"); (ii) construct the Project using the proceeds of the lease financing; and (iii) enter into a lease-purchase agreement with the Lessor to lease back the Property and the improvements thereon, with the City making lease payments, subject to annual appropriation by the City Council, and acquiring ownership upon repayment in full of the lease financing; and

WHEREAS, the City and the Airport have solicited proposals from qualified financial institutions to

* * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

RESOLUTION RELATING TO

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.....

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**Adopted by the City Council**

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

..... Clerk

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

**Attest:**

..... Mayor

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

* * * * * * * * * * * * *

provide for such lease financing (the "Financing"); and

WHEREAS, the Airport has selected M&T Bank's proposal as the best proposal for the Financing; and

WHEREAS, the City expects that the FAA will authorize the collection of Passenger Facility Charges ("PFCs") to reimburse the City for the cost of the Project and that the same is expected to be pledged for the repayment of the Financing;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that it is in the City's best interests to finance the Project through a lease financing agreement, in an amount not to exceed $26,500,000, at an interest rate not to exceed 6.00% per annum, for a term not to exceed twenty (20) years, and where the lease payments shall be subject to annual appropriation by the City Council; and

BE IT FURTHER RESOLVED that the City is authorized to open a construction account with M&T Bank or Zions Bancorporation, National Association to hold the proceeds of the Financing during the construction of the Project; and

BE IT FURTHER RESOLVED that the ground lease and lease-purchase agreement with M&T Bank (the "Lease Documents") in substantially the form presented to the City Council are approved and that the Mayor and Chief Administrative Officer are authorized to execute, acknowledge and deliver the such Lease Documents (with such changes as the Mayor and the Chief Administrative Officer may deem necessary and in the City's best interest) and to affix the City's official seal to the Lease Documents and attest to the same, it being understood that, pursuant to Section 55 of the City Charter, the signature of the Mayor shall be required on the Lease Documents; and

BE IT FURTHER RESOLVED that the Mayor, Chief Administrative Officer, Director of Finance, Assistant Director of Finance, and the Director of Aviation of the Airport (the "Authorized Officers") are, and each one of them individually is, authorized to execute, acknowledge and deliver any additional agreements, certificates, and documents related to the Lease Documents that such Authorized Officer deems to be necessary and desirable in connection with the Financing, all subject to the prior review and approval of the City Attorney or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the Authorized Officers are hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary to properly carry out this resolution and the closing of the Financing for the Project; and

* * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

RESOLUTION RELATING TO

.....

.....

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**Adopted by the City Council**

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

..... Clerk

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

**Attest:** ..... Mayor

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

* * * * * * * * * * * * *

BE IT FURTHER RESOLVED that the Fiscal Year 2027 budget for the Airport adopted by the City Council includes an appropriation for an amount sufficient to make the lease payment for Fiscal Year 2027 under the Lease Documents; and

BE IT FURTHER RESOLVED that to the extent permitted by applicable law, the City Council hereby appropriates any PFCs authorized by the FAA in connection with the Project and collected by the Airport for the payment of the Financing; and

BE IT FURTHER RESOLVED that the City Council ratifies the actions taken by City officers in connection with obtaining the Financing.

* * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

Airport

RESOLUTION RELATING TO

Authorization To Enter Into A Capital Lease Purchase Agreement With M&T Bank For Airport Improvements

**Adopted by the City Council**

July 13, 20 26

Clerk

Approved July 14, 20 26

Mayor

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

**Attest:**

Lori Olberg
Council and Licensing Coordinator

* * * * * * * * * * * * *

**Resolution Relating to**

AUTHORIZATION FOR $1,790,700 STEP III LOANS FROM VERMONT CLEAN WATER STATE REVOLVING FUND AND ENGINEERING SERVICES CONTRACT WITH VHB, INC. FOR $103,400 FOR THE MANHATTAN STORMWATER OUTFALLS REHABILITATION PROJECT

**RESOLUTION_____**
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

## CITY OF BURLINGTON

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

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

That WHEREAS, the City has determined the need to repair and stabilize the three stormwater outfalls located in a ravine area between Convent Square, Manhattan Drive, and Route 127 referred to as the "Intervale Wetlands" (the "Project"); and

WHEREAS, on November 6, 2018, 92% of voters in Burlington voted to approve borrowing up to $29,958,000 for the City's Clean Water Resiliency Plan (CWRP) for the purpose of paying for capital additions and improvements to the City's wastewater and stormwater systems, including: (i) capital improvements to the City's wastewater treatment plants including disinfection system and treatment upgrades and improvements; (ii) capital improvements to the City's wastewater and stormwater collection system; (iii) combined sewer runoff and overflow mitigation; (iv) stormwater outfall repair; (v) stormwater treatment; (vi) planning studies for future capital and programmatic improvements; and (vii) implementation of asset management software for improvement maintenance tracking; and

WHEREAS, City Charter Section 64b provides that, upon receipt of voter approval, the City may issue bonds or notes for the purpose of financing improvements to any revenue producing facility, and pledge the revenues from such facilities to secure payment of such bonds or notes; and

WHEREAS, planning, design and construction of this Project was identified as part of the CWRP; and

WHEREAS, the City Council adopted a Stormwater System Revenue General Bond Resolution on June 1, 2020 (as amended and supplemented to date, the "General Bond Resolution") to provide for the issuance of bonds, notes, and other obligations for the City's Stormwater System; and

WHEREAS, the General Bond Resolution provides for a pledge of the Net Revenues (as defined in the General Bond Resolution) of the City's Stormwater System for all such bonds, notes, and other obligations incurred under such General Bond Resolution; and

WHEREAS, in order to reduce transaction costs and save the ratepayers money, representatives of the City approached the Vermont Municipal Bond Bank (the "Bond Bank") to undertake the loan and repayment without the need to issue bonds under the General Bond Resolution, but with the same pledge and covenants

to secure the repayment of the loan with a pledge of Net Revenues from the City's Stormwater System on a basis similar to the covenants and pledge of revenues under the General Bond Resolution; and

WHEREAS, the Bond Bank has indicated its willingness to provide the loan on such a basis, with a direct pledge of such Net Revenues and covenants to maintain and operate the Stormwater System in a prudent manner; and

WHEREAS, the State of Vermont Clean Water State Revolving Fund (SRF) provides loans for planning (Step I), final design (Step II) and construction (Step III) of municipal wastewater and stormwater projects; and

WHEREAS, the Step II (final design engineering and permitting) costs of the project are estimated not to exceed $130,400; and

WHEREAS, the total construction costs including engineering construction administration, construction costs, construction contingencies, and eligible City staff time are estimated to cost a total amount not to exceed $1,660,300; and

WHEREAS, Step III Construction Loan amounts are inclusive of all SRF eligible costs, including Step I (Planning), Step II (Design) and Step III (Construction); and

WHEREAS, the total eligible project cost estimate for the Step III loan is thus $1,790,700; and

WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this completing construction (Step III) are 20 years of repayment starting one year after completion of construction with a 2% admin fee; and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin, Inc. ("VHB") as the most qualified contractor for final design and construction engineering of the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step III Construction Loan Application for Revolving Loan Funds under 24 V.SA. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and the Bond Bank for financing of a loan in a principal amount not to exceed $1,790,700 (the "Loan") subject to final review and approval by the Chief Administrative Officer, Director of Financial Operations and City Attorney; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to negotiate and execute an Engineering Services Agreement with VHB for an amount not to exceed $103,400, subject to approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, Director of Finance, and Assistant Director of Finance (the "Authorized Officers") are, and each one of them is, hereby authorized and empowered to execute and deliver: (i) one or more loan agreements with the Bond Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) issued to the Bond Bank in an aggregate principal amount not to exceed the Loan, in each such case payable from a pledge of the Net Revenues of the City's Stormwater System and as may be determined by the Authorized Officers to be in the City's best interests; (iii) such documents and instruments as the Bond Bank may request in connection with the Loans, in such form and with such terms as the Authorized Officers deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff members as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Water Resources Division Director Megan Moir.

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

**From:** Monika Ingalls, PE DPW Water Resources Engineer

**Cc:** Chapin Spencer, DPW Director
Megan Moir, Division Director Water Resources

**Date:** July 13, 2026 Board of Finance and City Council

**Subject:** Engineering Contract and Loan Amendment for the Manhattan Stormwater Outfalls Rehabilitation Project

---

**REQUEST**

The Department of Public Works ("DPW") and its Water Resources Division (WRD) seeks authorization, through the attached resolution, to apply for a Clean Water State Revolving Fund ("CWSRF") amended loan amount of $1,790,700.00 for the Manhattan Drive Outfall Improvements Project, and to execute a contract amendment with Vanasse Hangen Brustlin, Inc. (VHB) for an increase of $7,700 for the final design phase engineering of these improvements, and to designate the Mayor and appropriate City staff to execute associated documents.

**BACKGROUND:**

This section of the memo is an updated version that was presented in the Board of Finance and City Council memo for the Manhattan Stormwater Outfalls Rehabilitation project on March 22, 2021, where the Council authorized State Revolving Fund Step II and III loans for the project:

https://burlingtonvt.portal.civicclerk.com/event/5608/files/agenda/7439

*Project Summary:*

The Stormwater Outfall Rehabilitation: Manhattan Stormwater Outfalls Rehabilitation project involves the repair and stabilization of three (3) stormwater outfalls located in a ravine area between Convent Square, Manhattan Drive, and Route 127 referred to as the "Intervale Wetlands." These outfalls are along steep sandy slopes and could threaten the stability of Manhattan Drive, Route 127 and adjacent private property if left unattended.

This project has had various challenges delaying the advance to bidding and construction since 2021. Other Water Resources projects have bypassed this project in priority due to urgency and available resources. Permitting and State approvals have also created further delays to the project. Water Resources is now ready to proceed with this important project and move it into the bidding and the construction phase.

Project timeline summary:

- 2017 SW Outfall Assessment. Hire Stantec. Outfalls were identified as high priority
- 2018 Issued RFQ and hired VHB for repair alternative analysis and PER (self-funded)
- 2020 Delays due to COVID-19
- 2020 Executed contract with VHB to prepare bid documents
- 2021 Obtained initial approval from City Council to apply for construction loan
- 2021-2025 Project delays due to other urgent priorities such as mitigating and repairing the North Plant river siphon break and advancing generational wastewater plant upgrades
- 2025-2026 Project moving ahead again and ready for construction.

Since the last update on this project in 2021, the design for this project was finalized and wetland permitting was resubmitted to the Vermont Wetlands Program (VWP) as well as the Army Corps of Engineers (ACOE). As part of that effort, additional costs were incurred due to changes in State and Federal wetland permitting requirements. The construction cost for the project also changed due to inflation between the original cost estimate, developed in 2019, and now.

**STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:**

As mentioned above, VHB has been contracted under an MSA since September 2018 for stormwater engineering services. As part of the Manhattan Stormwater Outfalls Rehabilitation project, a Step II and Step III Engineering Services Agreement was executed with them on February 28, 2025 and is attached to this memo.

Wetland repermitting was included in the final design process, as the previous wetland delineations and permitting expired. As part of this repermitting, extra costs were incurred due to new requirements associated with the VWP and ACOE permits. The draft contract amendment is provided in Attachment A. The original engineering agreement with VHB is provided in Attachment B.

**PROJECT COST AND LOAN SUMMARY:**

Water quality and rate affordability guide every decision we make. Therefore, we are advancing work through loans from the Clean Water State Revolving Fund ("CWSRF"). The CWSRF carries specific requirements during procurement, design, and construction phases of projects. While this adds some time on the front end, it is balanced by a lower cost (2% admin fee), potential access to subsidy and pollution control grants, repayment periods that can extend beyond 20 years where appropriate for longer life infrastructure, and a delayed repayment period (1 year from the completion of construction) which gives us some flexibility in budgeting for debt service. These benefits result in mitigated rate increases for our residents and customers.

The following summary tables outline the updated costs that comprise the total CWSRF Loan amounts for which we are seeking approval. The City has already received a Step II Loan from

the State and has received final design approval (See Attachment C). Step III Construction Loans roll up all of the costs incurred on a project, including any previous eligible Step I (Planning) or Step II (Final Design) loans. In the case of this project, the City self-funded the planning phase, so only the final design and construction costs will be included in the final Construction loan.

**SW Outfall Rehabilitation: Manhattan Stormwater Outfalls Rehabilitation**

| Item | Estimated Costs | Loan Type |
|---|---|---|
| Step II: VHB Final Design<br>(Previously approved by BOF/CC under WAA4) | $15,000 | Step II: $130,400 (original Step II costs: $64,000) |
| Step II: Additional Permitting Costs due to Repermitting – NTE (Loan amount previously approved: $10,400) | $10,400 | |
| Step II: ACOE 404 Permit | $105,000 | |
| Step III: VHB Construction Engineering & Resident Assistant<br>(Per loan agreement) | $70,300 | Step III Construction: $1,660,300 |
| Step III: Opinion of Probable Construction Cost with 15% Contingency | $1,590,000 | |
| | | **Total Step II & III Loan: $1,790,700** |

The next step in advancing the project is obtaining approval from the Board of Finance and City Council to pursue the various steps in applying for and executing the associated CWSRF Construction Loan.

Once the City obtains approval from the State on the final bid documents (Step II), the City will apply for the Step III loan based on the estimated project cost. Once the Step III loan approval has been received, we will obtain a letter of authorized funding for Step III indicating that our loan has been approved with the State. Once the State has issued this letter, the City is allowed to incur expenses. These will be reimbursable once the loan is executed with the Vermont Municipal Bond Bank (VMBB). It is not atypical for communities to begin work after having received the letter of authorized funding from the State, especially since there can be a 4-8-week delay between getting the letter of authorized funding and executing the loan with the VMBB.

Water Resources will return to Board of Finance and City Council to seek approval to execute the construction contract after project bids are received. Depending on the bid results, a construction loan amendment may be necessary if the bid prices exceed the original loan authorization.

**FUNDING**

The annual debt service, which starts the fiscal year after the completion of construction, is estimated to be $109,513 for the Stormwater Fund, not including the benefit of any potential construction subsidy. The 5-year Water Resources Rate Plan presented as part of the 2025 LAKE and WATER bonds included this borrowing and the estimated rate increases needed for repayment of this project starting as early as FY29.

**ATTACHMENTS:**

- Attachment A: Draft Contract Amendment Language
- Attachment B: Step I Engineering Services Agreement with VHB dated February 28, 2025
- Attachment C: Final Design Approval Letter
- Attachment D: Draft Resolution

**MOTIONS:**

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. "To approve and recommend that the City Council adopt the attached resolution authorizing a Step III $1,790,700 loan from the Vermont Clean Water State Revolving fund and a $103,400 amended contract with VHB for the Manhattan Stormwater Outfalls Rehabilitation as more specifically set forth in the attached resolution."

City Council Actions:

2. "To adopt the attached resolution authorizing a Step III $1,790,700 loan from the Vermont Clean Water State Revolving fund and a $103,400 amended contract with VHB for the Manhattan Stormwater Outfalls Rehabilitation as more specifically set forth in the attached resolution."

Thank you for your consideration of this request.

**Engineers | Scientists | Planners | Designers**
20 Winooski Falls Way, Suite 400B, Winooski, VT 05404-2228
**P** 802.497.6100 **F** 802.495.5130 www.vhb.com

# Client Authorization

☐ **New Contract**
☒ **Amendment:**
**Project Name:** BTV Manhattan Drive Outfalls Step II-III

**Date:** 05/20/2026
**Project No.** R059276.00
**Pursuit No.**

**To:** Mary Bourque, PE
Water Resources Engineer
City of Burlington DPW
53 Lavalley Lane, Burlington, VT 05401
**Email:** mbourque@burlingtonvt.gov
**Phone No:** (802) 809-1765

| Cost Estimate | Amendment | Contract Total |
|---|---|---|
| **Labor** | $7,700 | $95,700 |
| **Expenses** | $0.00 | $0.00 |
| **TOTAL** | $ 7,700 | $ 103,400 |
| | ☐ Lump Sum | ☐ Time & Expenses |
| | ☒ Cost + Fixed Fee | ☐ Labor Multiplier |

**Estimated Date of Completion:** 2026-06-15

## PROJECT DESCRIPTION

Vanasse Hangen Brustlin, Inc. ("VHB") understands that the City of Burlington (Client) requested additional services to support the renewal of the Vermont Wetland Individual Permit ("VWP") and United States Army Corps of Engineers ("USACE") Section 404 General Permit Authorization.

## PROPOSED SCOPE OF SERVICES:

### TASK 1.0 ADDITIONAL REPERMITTING SERVICES

In the original services agreement scoped for the Vermont Wetland Individual Permit ("VWP") Renewal and the United States Army Corps of Engineers ("USACE") 404 General Permit Authorization Renewal, it was assumed that the majority of the application materials could be re-submitted from the original application. During the re-delineation efforts, wetland extents on site were found to be reduced, resulting in the need for revised site plans, impact exhibits, mapping, and other support application materials to support the VWP and 404 permits.

Additionally, in 2026 the USACE issued new guidance for the New England District Regional Conditions for Vermont. The Department of the Army Section Nationwide Permitting (General Permit No.: NAE-2026-000009) superseded the 2025 Programmatic General Permit for which the original 404 permit renewal services were scoped. Additional revisions to the 404 impact plans and supporting documentation were required to complete the repermitting effort.

VHB's Total Estimate for Task 1.0 is $7,700

### TASK 2.0 SUPPLEMENTAL REQUESTS

All supplemental requests, teleconferences, meetings, hearings, or requests for consultation other than those described above will be billed with the approval of the Client.

VHB's Total Estimate for Task 7.0 TBD with preapproval from Client

## PROPOSAL VALIDITY

The preceding scope of services and associated fees may be subject to change if this Client Authorization is not executed by the Client within 60 days from the date of issue. The Estimated Date of Completion is based on the assumption that the Client will execute this proposal by July 20th, 2026

## INVOICING

VHB will send itemized invoices to Client once every four-week accounting period.

## GENERAL ASSUMPTIONS/LIMITATIONS

VHB has made the following assumptions in the preparation of this scope of work and cost estimate. If the services below are required, VHB can prepare a separate scope of services and fee, at the request of Client.

› Permit application fees are not included, and, if necessary, will be the responsibility of the Client to pay.

**Prepared by:** Chris Hale-Sills, PE

**Document Approval: Peter Smiar, PE**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB. The fees in this proposal may be subject to change if not accepted within 60 days from the date of issue.

☐ Subject to attached terms & conditions

☒ Subject to terms & conditions in our original agreement

| VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION | | CLIENT AUTHORIZATION (Please sign original and return) | |
|---|---|---|---|
| **By:** | | **By:** | |
| **Print:** | Peter Smiar, PE / David Saladino, PE / Brad Ketterling | **Print:** | |
| **Title:** | Managing Director – Vermont | **Title:** | |
| **Date:** | | **Date:** | |

# Table 1

## City of Burlington - Department of Public Works
## BTV Manhattan Drive Additional Repermitting Fee Estimate
### *LABOR BUDGET (May 13, 2026)*

| TASK DESCRIPTION | Technical/ Professional 20 | Technical/ Professional 12 | Technical/ Professional 08 | Technical/ Professional 11 | Technical/ Professional 09 | | | | Total Hours | Total Labor Costs |
|---|---|---|---|---|---|---|---|---|---|---|
| ***1.0 Additional Repermitting*** | | | | | | | | | | |
| *00100* Additional Repermitting Labor | | 4 | | 14 | | | | | 18 | $ 2,508 |
| *00200* Impact Plan Revisions | 3 | 10 | 18 | 4 | | | | | 35 | $ 4,717 |
| *00300* Additional Fieldwork | | | | | 4 | | | | 4 | $ 480 |
| **TOTAL HOURS:** | 3 | 14 | 18 | 18 | 4 | | | | 57 | |
| DIRECT HOURLY RATES: | $ 77.72 | $ 50.13 | $ 37.99 | $ 46.62 | $ 40.84 | | | | | |
| OVERHEAD: | $ 129.97 | $ 83.83 | $ 63.53 | $ 77.96 | $ 68.30 | $ - | $ - | $ - | | |
| PROFIT (10%): | $ 20.77 | $ 13.40 | $ 10.15 | $ 12.46 | $ 10.91 | $ - | $ - | $ - | | |
| **TOTAL LABOR COSTS :** | **$ 685** | **$ 2,063** | **$ 2,010** | **$ 2,467** | **$ 480** | **$ -** | **$ -** | **$ -** | | **$ 7,705** |

| | |
|---|---|
| **TOTAL LABOR COSTS:** | **$ 7,705** |
| *Direct Expenses (VHB):* | |
| **TOTAL EXPENSES:** | **$0.00** |
| **TOTAL** | **$ 7,705** |
| **GRAND TOTAL** | **$ 7,700** |

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This is **EXHIBIT K**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**
**Amendment No. 1**

**The Effective Date of this Amendment is:** May 20, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: February 28, 2025

Owner: City of Burlington

Engineer: VHB, Inc

Project: Manhattan Drive Outfalls Project Step II and Step III

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

_X_ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Additional re-delineation of wetlands within the project boundaries, and resulting modifications to the impact plans, and permitting forms. See Appendix A for additional information

Agreement Summary:

| | |
|---|---|
| Original agreement amount: | $ 95,700.00 |
| Net change for prior amendments: | $ N/A |
| This amendment amount: | $ 7,700.00 |
| Adjusted Agreement amount: | $ 103,700.00 |

Change in time for services (days or date, as applicable): _____


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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

| OWNER: | ENGINEER: |
|---|---|
| By: | By: |
| Print name: | Print name: Peter Smiar, PE |
| Title: | Title: Managing Director |
| Date Signed: | Date Signed: |


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VERMONT

**Vermont Department of Environmental Conservation**

*Agency of Natural Resources*

**EC7**
**Water Investment Division**
**CONSTRUCTION SECTION**
**1 National Life Drive, Davis 3**
**Montpelier, VT 05620-3510**
**Don Haddox, Chief Engineer: (802) 760-0370**
**Cynthia Parks, Engineer: (802) 585-4913**

February 4, 2025

Megan Moir
Division Director Water Resources
Authorized Representative
234 Penny Lane
Burlington, VT 05401

**Subject: City of Burlington Manhattan Drive Outfall Project, RF1-311-3.0**
**Step II (Design Phase) and Step III (Construction Phase) DRAFT Engineering Agreement Approval**

Dear Megan Moir:

The Final *DRAFT* Engineering Services Agreement from Vanasse Hangen Brustlin , Inc. (VHB) submitted in the required *EJCDC* format has been reviewed including the Scope of Services, Reimbursable Expenses and Fee Schedule, Level of Effort and the corresponding amounts of each service listed in the table below. The Agreement addresses both Step II and Step III tasks. It is noted that the City has elected not to perform any Force Account work as part of the Step III services.

| Item and Payment Type | Total | State RF1 Eligible |
|---|---|---|
| **Step II – Basis of Final Design & Final Design Plans and Contract Documents-LS** | $15,000.00 | **$15,000.00** |
| **Step II – Additional Permitting Costs due to Repermitting-NTE** | $10,400.00 | **$10,400.00** |
| **Step III - Bidding Phase Services-LS** | $ 5,000.00 | **$5,000.00** |
| **Step III – Construction Phase Services-LS** | $35,000.00 | **$35,000.00** |
| **Step III - Resident Project Representative Services-NTE** | $25,300.00 | **$25,300.00** |
| **Step III – Post Construction Phase Services-LS** | $5,000.00 | **$5,000.00** |
| **TOTAL** | $95,700.00 | **$95,700.00** |

This Final *DRAFT* Agreement and the amounts identified above, totaling $95,700.00, are approved for funding purposes. ***Please provide an electronic copy of this document for our office once it has been executed***

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***for SRF funding reimbursement consideration.*** Your engineering consultant is required to invoice/bill you for services rendered using the standard billing/invoicing format that is a funding requirement. This form identifies the total of each approved service category, the amount previously paid, the current amount due, and the total billed with the identification of percent (%) of line item services billed to date. Further information regarding this programmatic requirement can be found on our website at: https://dec.vermont.gov/water-investment/water-financing/srf/srfstep3 Please contact me if you have any further questions.

Sincerely,

*Cynthia (Cindy) A. Parks*
*WID Construction Engineer*

*Enclosures: Final Draft ESA STEP II and III Agreement*

Cc: Kate Komorowski, E.I., Water Resources Engineer, City of Burlington
Mary Bourque, P.E., Water Resources Engineer, City of Burlington
Martin Lee, P.E., Water Resources Engineer, City of Burlington
Peter Smiar, P.E., VHB Director of Land Development - Vermont
Denise Eagan, WID Financial Management Section
Tom Brown, WID CWSRF Project Developer

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# AGREEMENT
# BETWEEN OWNER AND ENGINEER
# FOR PROFESSIONAL SERVICES

Prepared by




Issued and Published Jointly by










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This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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# AGREEMENT
# BETWEEN OWNER AND ENGINEER
# FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [ ] ("Effective Date") between

**City of Burlington** ("Owner" **or "City"**) and

**Vanasse Hangen Brustlin, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
**Manhattan Drive Outfall Project – Phase II**

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
**Final design, bidding, construction and post construction phase services associated with the stabilization and repair of three municipal stormwater outfalls along Manhattan Drive, IV8.0, IV9.0 & IV10.0.**

Owner and Engineer further agree as follows:

## ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;


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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, **but only if such changes increase the total quantity of services to be performed rather than merely shifting performance of such services to a later date**.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.


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B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **The Opinions of Probable Costs shall be completed in the Agency's Water Investment Divisions (WID) Project Cost Summary (PCS) template. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, and as mandated by the American Iron and Steel Provisions of P.L. 113-76 Consolidated Appropriations, 2014, and all subsequent revisions and or amendments. Compliance with the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52, shall also be reflected to the extent applicable.**


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5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof shall reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, and as mandated by the American Iron and Steel Provisions of P.L. 113-76 Consolidated Appropriations, 2014, and all subsequent revisions and or amendments. Compliance with the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52, shall also be reflected to the extent applicable.**

## ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.


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2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.


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L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification,


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completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.


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E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:


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1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.


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6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the ~~best of~~ Owner's **actual** knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.


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C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

~~A.~~ *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission **or willful misconduct** of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~**This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**~~

~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**~~

~~C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern~~


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~~at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

~~D. ttributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

~~E. ributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

F. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

G. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

H. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.


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B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, **notwithstanding the passage of time,** nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

F. **In the event of a public health emergency, the City may notice the Engineer in writing, and if Engineer is not in compliance with Engineer's Public Health Emergency Plan, the Engineer must remedy such noncompliance in accordance with Exhibit L.**

G. **At any reasonable time, the Engineer shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Engineer pursuant to the Engineer, as well as any preparatory work, work-in-progress, or completed work at a field site.**

## ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.


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5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection


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with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.


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25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The **customary** expenses **and reasonably and actually** incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.


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35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. ***Public Health Emergency* – Public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.**

39. ***Public Health Emergency Plan ("Plan")* – The plan described in Exhibit L of the Agreement (Creation of Public Health Emergency Plan), along with the specifications contained in the Agreement Documents.**

40. ***Agency or Funding Agency*—The Vermont Department of Environmental Conservation (DEC).**

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

2. **When time within which something is to occur, the first day shall be included, and the last shall be excluded.**

3. **If the last day to complete something required hereunder is a Saturday, Sunday, or holiday on which Owner's principal offices are closed, then the time for completion shall be the next day that is not a Saturday, Sunday, or holiday on which Owner's principal offices are closed.**


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## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. ~~Exhibit F, Construction Cost Limit.~~ **NOT USED IN ORIGINAL AGREEMENT**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

~~I. Exhibit I, Limitations of Liability.~~ **NOT USED IN ORIGINAL AGREEMENT**

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

L. **Exhibit L, Public Health Emergency**

M. **Exhibit M, DEC Certification Page**

N. **Exhibit N, Certificate of Compliance with the City of Burlington's Livable Wages Ordinance**

O. **Exhibit O, Certificate of Compliance with the City of Burlington's Outsourcing Ordinance.**

P. **Exhibit P, Certificate of Compliance with the City of Burlington's Union Deterrence Ordinance.**

Q. **Exhibit Q, Vermont State Grant Conditions**

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.


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8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 ***Federal Requirements***

A. **Supercircular Requirements. Engineer shall comply with applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular with the requirements set forth in Appendix II to Part 200, available here: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200.**

B. **Equal Opportunity Requirements. Engineer shall not discriminate against any person on any basis prohibited by law in connection with this Agreement, including on the basis of race, color, sex, gender (including pregnancy, gender identity, or gender expression), sexual orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status. Engineer shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here: https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b).**

C. **Audit and Access to Records. Owner, Agency, any agency of the State of Vermont, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.**


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D. **Restrictions on Lobbying. Engineer and each Consultant shall comply with "Byrd anti-lobbying amendment (31 U.S.C. 1352)" if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source of this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner. An acceptable form of certification may be found at: https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/Forms/Certification%20Regarding%20Lobbying.doc.**

E. **Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions", to the Owner who will forward it to the USDA, Rural Development processing office.**

F. **Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.**

**As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:**

- **Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**


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- **For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

- **Telecommunications or video surveillance services provided by such entities or using such equipment.**

- **Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: The City of Burlington, Vermont

DocuSigned by:

By: [ ] Chapin Spencer

Print name: Chapin Spencer

Title: Director of Public Works

Date Signed: [ ] 2/27/2025

Engineer: Vanasse Hangen Brustlin, Inc.

By: [ ] David Saladino

Print name: David Saladino

Title: Regional Operations Manager

Date Signed: [ ] 2/24/25

Engineer License or Firm's Certificate No. (if required):
Not Applicable
State of: Vermont

Address for Owner's receipt of notices:
53 Lavalley Lane
Burlington, VT 05401

Address for Engineer's receipt of notices:
40 IDX Drive
Building 100, Suite 200
South Burlington, VT 05403

Designated Representative (Paragraph 8.03.A):
Mary Bourque, PE
Title: Water Resources Engineer
Phone Number: 802-809-1765
E-Mail Address: mbourque@burlingtonvt.gov

Designated Representative (Paragraph 8.03.A):
Peter Smiar
Title: Director of Land Development, Vermont
Phone Number: 802-497-6165
E-Mail Address: PSmiar@VHB.com

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT A**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase* – ***NOT USED IN ORIGINAL AGREEMENT***

A1.02 *Preliminary Design Phase* – ***NOT USED IN ORIGINAL AGREEMENT***

A1.03 *Final Design Phase*

A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and~~ Upon written authorization from Owner, Engineer shall:

1. **Assist with the re-permitting efforts determined below.**

**a. DEC Construction General Permit:**

**VHB will prepare an updated request application for construction stormwater permit coverage under General Permit 3-9020. The previous authorization was issued under permit number 8398-9020, which has since expired. The process and forms have changed slightly since the permit was originally applied for in 2019, but document requirements are substantially similar, and VHB has determined that the project still appears to be Low-Risk, even with the new Appendix A Risk Assessment Changes. VHB will update or replace a small number of application documents, including a Low Risk Notice of Intent (NOI) form, Risk evaluation, site and location maps, and cover letter, then resubmit the permit.**

**b. USACE 404 General Permit Authorization Renewal:**

**VHB will prepare an updated request for authorization as Pre-Construction Notification ("PCN") under General Permit ("GP") 17 (New/expanded developments and recreational facilities) under the new Department of the Army GP for the State of Vermont (NAE-2022-00024). The previous authorization was issued under the previous GP (NAE-2017-02332) which has since expired. Although the two GPs are substantially similar, VHB will update or replace a small number of application documents so that the PCN application will be considered complete and up to date. VHB assumes that the supporting documents that are needed for the re-submittal will include a new**


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**cover letter, a new permit application form (ENG 4345), and an updated consultation report from the U.S. Fish and Wildlife Services' ("USFWS") Information Planning and Conservation ("IPaC") site and completed determination key. Prior to the re-submittal, VHB will provide an update to the USACE Project Engineer via phone call with a detailed follow-up via email and will include a summary of wetland/ waters delineations and any Project updates. In addition to providing an update to the USACE, the communication is intended to acquire confirmation from the USACE that the proposed re-submittal package is complete.**

**Included with this task is a field-review of the previous delineations to verify the wetlands/ waters boundaries or revise where necessary. If and where applicable, VHB will update the natural resources mapping, USACE wetland determination data forms, and photo-documentation to verify the wetland/ waters boundaries to support the Project and the environmental permit applications.**

**c. Vermont Wetland Individual Permit Renewal:**

**VHB understands the original Vermont Wetland Individual Permit for the Project (VWP, DEC# 2018-729) expired August 26, 2024, and a renewal (or new permit) will be required for Project construction. VHB will prepare an updated application for the permit renewal (or new) VWP and will produce or update a number of the original application materials; it is assumed many of the application materials can be re-submitted from the original application. The updated materials may include (but are not limited to) the permit application, USACE Wetland Determination Data Forms, mapping, wetland functional assessment forms, photo-documentation, etc.**

**This task includes a brief site visit with the DEC District Wetlands Ecologist to verify the delineation boundaries and classifications in support of the Project.**

**VWP renewals include an administrative fee ($240) for processing. If a new permit is required, VHB assumes since the Class II wetland and buffer impact fees have been paid, duplicate fees will not be required by the DEC. Application fees are not included in the scope for this task.**

2. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

3. Perform or provide the following other Final Design Phase tasks or deliverables:

   **a. Attend one (1) coordination meeting between the Owner and the Department of Environmental Conservation for review of bidding-related documents and Construction Contract Documents for conformance with Project funding requirements.**


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**b. Respond to any Department of Environmental Conservation comments. Revise and finalize the bidding-related documents and Construction Contract Documents. Compile for Owner review.**

4. Furnish for review by Owner, its legal counsel, and other advisors, **2** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **30** days of the coordination meeting between the Owner, the Department of Environmental Conservation, and the Engineer, and review them with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

5. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **2** final copies of such documents to Owner within **15** days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **1**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:


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1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and attend one (1) pre-bid conference, if any.

2. Prepare Addenda as appropriate to clarify, correct, or change the issued documents. Provide Addenda to the Owner for issuance. **Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.**

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.**

8. Assist Owner in evaluating bids or proposals.

9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other


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construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, **which shall require an amendment to this Agreement**. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:


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a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.


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12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with (AIS) American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017 and or American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.


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18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equal" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

    **d. Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **(c) Review Change Proposals to ensure compliance with AIS. (d) Review Change Proposals to ensure compliance with Build America Buy America.**

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be


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in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.** ~~Receive from Contractor, review, and transmit to Owner the~~ Annotated record documents ~~which~~ are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. ~~The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~


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23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    **a. Monitor the Contractor's compliance with Federal Wage Requirements as determined under the Davis-Bacon Act.**

    **b. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

    **c. Attend bi-weekly construction meetings.**

    **d. Confirm that the Contractor has contacted Dig-Safe.**

    **e. Accompany the City, and Funding partners (USDA-RD; ANR/DEC Water Investment Division (WID) etc.) on Project site visits, as necessary.**

    **f. Review and submit RD monthly Budget Reports.**

    **g. Provide certification to the City, VTrans, USDA-RD and ANR/DEC WID that to the best of the Engineer's knowledge, information, and belief in accordance with the professional standard of care, the Project was constructed in accordance with the design, subject to appropriate and necessary revisions during construction, and is in conformance with Project**.

    **h. Assist with AIS requirement administration**

    **i. Assist with Disadvantaged Business Enterprise administration**

    **j. Coordination and on-site presence for start-up assistance.**

    **k. Confirm that materials and equipment are fabricated and tested in accordance with Contract Documents in advance of installation; Confirm that that the independent laboratory is performing preliminary process control tests on material samples in accordance with Inspection Level 3 of VTrans Quality Assurance Program (QAP) and Materials Sampling Manual (MSM). Review the reports and certificates and forward to the Owner for decision on acceptability.**

    **l. Confirm that materials submitted as pre-approved are on the current VTrans Pre-approved Material List or on the List of Materials with Advanced Certification.**

    **m. Record materials certifications in accordance with VTrans procedures.**


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**n. Confirm that the independent laboratory is performing acceptance testing. Review certificates and forward to the Owner for decision on acceptability.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

**a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and a copy of Contractor's Certification to the Agency.**

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work


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or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

   **a. Provide a 11 Month Warranty Site Observation Visit**

   **b. Submit a 1 Year Performance Letter**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.


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7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.


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14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings **accordingly**.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required **than the Basic Services** to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).


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29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; ~~services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;~~ evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.


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This is **EXHIBIT B**, consisting of [ 4 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.


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3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests **(it being understood that Owner’s legal counsel does not represent Engineer in connection with any matter hereunder).**

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.


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I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: **NONE**


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**B.2.02 Engineer will assist Owner in the responsibility for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, and or American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments. Notwithstanding the foregoing, Owner will be responsible for the following:**

**A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.**

**B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC and DEC ANR WID Form in compliance in AIS and DBRA requirements) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.**

**C. Obtain the certification letters from the Engineer upon receipt of Shop Drawings throughout the project and maintain this documentation for the life of the loan.**

**D. Where the Owner directly procures American Iron and Steel products,**

**1. Include American Iron and Steel clauses in the procurement contracts;**

**2. Obtain Manufacturers' Certifications; and**

**3. Provide copies to Engineers and Contractors.**

**E. Where the Owner directly procures common construction materials used in public works infrastructure projects, including steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), concrete and other aggregates, glass (including optic glass), lumber, and drywall,**

**1. Include BABAA clauses in the procurement contracts;**

**2. Obtain Manufacturers' Certifications; and**

**3. Provide copies to Engineers and Contractors.**


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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Payments to Engineer for Services and Reimbursable Expenses
## COMPENSATION PACKET BC-5: Basic Services – Direct Labor Costs Plus Overhead Plus a Fixed Fee

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth **under Paragraph A1.03.A.1 of** Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be **$9,480**, plus Engineer's Consultant's charges, if any, estimated to be **$0**, plus a fixed fee of **$920**.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C2.01 ~~is estimated to be~~ **shall not exceed $10,400** based on the following estimated distribution of compensation:

~~a. Study and Report Phase $[ ]~~

~~b. Preliminary Design Phase $[ ]~~

c. Final Design Phase **$10,400**

~~d. Bidding or Negotiating Phase $[ ]~~

~~e. Construction Phase $[ ]~~

f. ~~Post-Construction Phase $[ ]~~

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

5. The total estimated compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer's Consultant's charges, **as shown in C2.01.A.10.**


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6. The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

8. Overhead shall be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs shall be: **1.6978**. Such Overhead factor shall include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.

9. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of **November 2024**) to reflect equitable changes in the compensation payable to Engineer.


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10. **Total estimated compensation for Engineer's services shown below:**

**SCOPING WORKBOOK Summary Table - 1.1**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Town: | **City of Burlington** | | | | Contract No.: | **TBD** | | |
| Location: | **Manhattan Drive Step II and III** | | | | Assignment No.: | | | |
| Date: | **15-Nov-24** | **Revised** | | | ProjInfo No.: | | | |
| | | | | | | | | |
| | **HOURLY RATE SUMMARY** | | | | | | | |
| | | PIC | PM | Scientist | Engineer | Designer | | |
| DIRECT HOURLY RATE ($) (Design) * | | $86.21 | $45.41 | $45.01 | $45.41 | $33.51 | | |
| DIRECT HOURLY RATE ($) (Construction) * | | $86.21 | $45.41 | $45.01 | $45.41 | $33.51 | | |
| HOURLY RATE ($) (Design) | | $255.84 | $134.76 | $133.57 | $134.76 | $99.44 | | |
| HOURLY RATE ($) (Construction) | | $255.84 | $134.76 | $133.57 | $134.76 | $99.44 | | |
| | | | | | | | | |
| | **WORK HOUR AND FEE SUMMARY** | | | | | | | |
| | TASK DESCRIPTION | PIC | PM | Scientist | Engineer | Designer | Task Hours | Task Fee |
| **Critical Outfall Priority Group 1, Step 1: Critical Outfalls Planning/Preliminary Design (WR7 [Asset ID TO-0097])** | | | | | | | | |
| 110 | DEC 9020 Construction General Permit | 1 | 3 | 0 | 9 | 11 | 24 | $ 2,966.81 |
| 120 | USACE 404 General Permit Authorization Renewal | 1 | 3 | 10 | 0 | 2 | 16 | $ 2,194.70 |
| 130 | Vermont Wetland Individual Permit Renewal | 4 | 6 | 22 | 0 | 2 | 34 | $ 4,969.33 |
| | TOTAL WORK-HOURS | 6 | 12 | 32 | 9 | 15 | 74 | |
| | | | | | | | TOTAL FEE | $ 10,130.84 |
| | ACTUAL PERCENTAGES | 8 | 16 | 43 | 12 | 20 | | |
| * Note: the rates shown here are approximate averages for individuals working on the project, and may not reflect rates shown on the invoice. | | | | | | | | |
| | | | DESIGN | | CONSTRUCTION | | | TOTALS |
| (a) Salary Costs | | | $ 3,413.84 | | $ - | | | $ 3,413.84 |
| (b) Indirect Costs (%) | 169.78% | | $ 5,796.02 | | $ - | | | $ 5,796.02 |
| (c) Net Fee (%) | 10.00% | | $ 920.99 | | $ - | | | $ 920.99 |
| TOTAL LIMITING FEE | | | $ 10,130.84 | | $ - | | | $ 10,130.84 |
| (d) Direct Expenses | | | | | $ - | | | |
| | | | | | $ - | | | |
| | | Printing | $ 200.00 | | $ - | | | |
| | | Travel | $ 26.80 | | $ - | | | |
| | | | | | $ - | | | |
| | | | $ 226.80 | | $ - | | | $ 226.80 |
| MAXIMUM PAYMENT AMOUNT | | | $ 10,357.64 | | $ - | | | $ 10,357.64 |
| MAXIMUM OBLIGATION | | | | | | | | $ 10,357.64 |
| | | | | | CONTRACT AMOUNT | | | $ 10,400.00 |


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**SCOPING WORKBOOK Work Hour Estimate - 1.1**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Town | | **City of Burlington** | | | Contract No.: | | **TBD** | | |
| Location | | **Manhattan Drive Step II and III** | | | Assignment No.: | | **N/A** | | |
| Date | | **13-Nov-24** | | | ProjInfo No.: | | **N/A** | | |
| | | | | | | | | | |
| | | | | | | | | | |
| **SECTION 110** | | | | | | | | | |
| **DEC 9020 Construction General Permit** | | | | | | | | | |
| | | | | PIC | PM | Scientist | Engineer | Designer | TOTAL |
| 111 | Permitting Application | | | | 1 | | 6 | 8 | 15 |
| 112 | Comment Response | | | | 1 | | 2 | 2 | 5 |
| 113 | Meetings | | | 1 | 1 | | 1 | 1 | 4 |
| | | | | | | | | | |
| | | | SUBTOTAL | 1 | 3 | | 9 | 11 | 24 |
| | | | | | | | | | |
| | | | | | | | | | |
| **SECTION 120** | | | | | | | | | |
| **USACE 404 General Permit Authorization Renewal** | | | | | | | | | |
| | | | | PIC | PM | Scientist | Engineer | Designer | TOTAL |
| 121 | Permitting Application | | | | 1 | 4 | | 1 | 6 |
| 122 | Comment Response | | | 1 | 1 | 1 | | | 3 |
| 123 | Site Visits | | | | | 4 | | | 4 |
| 123 | Meetings | | | | 1 | 1 | | 1 | 3 |
| | | | SUBTOTAL | 1 | 3 | 10 | | 2 | 16 |
| | | | | | | | | | |
| | | | | | | | | | |
| **SECTION 130** | | | | | | | | | |
| **Vermont Wetland Individual Permit Renewal** | | | | | | | | | |
| | | | | PIC | PM | Scientist | Engineer | Designer | TOTAL |
| 121 | Permitting Application | | | | 2 | 12 | | 1 | 15 |
| 122 | Comment Response | | | 2 | 2 | 4 | | 1 | 9 |
| 123 | Site Visits | | | | | 4 | | | 4 |
| 123 | Meetings | | | 2 | 2 | 2 | | | 6 |
| | | | SUBTOTAL | 4 | 6 | 22 | | 2 | 34 |
| | | | | | | | | | |

C2.02 *Compensation for Reimbursable Expenses*

B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

C. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment. **Expenses will not be reimbursed until incurred, and expenses must be reasonable in light of industry practices.**

D. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **0.1**.

E. The Reimbursable Expenses Schedule will be adjusted annually (as of **November, 2024**) to reflect equitable changes in the compensation payable to Engineer.


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C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **0.1**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

E. ***Non-appropriations:*** **If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated, and the City shall have no liability therefor.**


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## Payments to Engineer for Services and Reimbursable Expenses
## COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services set forth under Paragraph A1.03.A.1 of Exhibit A and except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **$60,000** based on the following estimated distribution of compensation:

| | | |
|---|---|---|
| ~~a.~~ | ~~Study and Report Phase~~ | ~~$[ ]~~ |
| ~~b.~~ | ~~Preliminary Design Phase~~ | ~~$[ ]~~ |
| c. | Final Design Phase | **$15,000** |
| d. | Bidding and Negotiating Phase | **$5,000** |
| e. | Construction Phase | **$35,000** |
| f. | Post-Construction Phase | **$5,000** |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**. **See also C2.04, 6 & 7 below.**

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

~~4.~~ In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

6. **Work shall be capped at a value of $15,000 until the City executes a Loan Agreement with the Vermont Department of Environmental Conservation (VTDEC) for Step II work.**


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7. **Upon approval from the VTDEC for the Step II work, the City will apply for the Step III loan. Additional work shall be capped at a value of $10,000 ($25,000 in total) until the City executes a Loan Agreement with the VTDEC for Step III work.**

8. ***Non-appropriations:*** **If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated, and the City shall have no liability therefor.**

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **24** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.


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## COMPENSATION PACKET RPR-2:
## Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph ~~is estimated to be~~ **shall not exceed $25,300** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **40 working** day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 **or C2.04**, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following **expenses reasonably and actually incurred**: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.08**.

4. The Reimbursable Expenses Schedule will be adjusted annually as of February of year to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph **C2.05**:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.08**.


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2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

5. ***Non-appropriations:*** **If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Agreement, the Agreement shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated, and the City shall have no liability therefor.**


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This is **Appendix 1 to EXHIBIT C**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

| **Equipment** | **Per Day** | **Per Week** | **Per Month** |
|---|---|---|---|
| GPS (Sub-meter) | $150.00 | $600.00 | NA |
| Water Levellogger (Solinst®) | $30.00 | $110.00 | $300.00 |
| Infiltrometer | $100.00 | NA | NA |

| **Item** | | **Rate** |
|---|---|---|
| Mileage | | Current IRS Rate |
| Meals per diem | | $30.00/day |
| Lodging per diem | | $65 - $100.00/day |
| Photocopying (black & white 8½ x 11”) | | $0.10 per copy |
| Photocopying (black & white 11” x 17”) | | $0.10 per copy |
| Photocopying (color 8½” x 11”) | | $1.50 per copy |
| Photocopying (color 11” x 17”) | | $1.50 per copy |
| Map plotting (black & white) | | $2.00/sq. ft |
| Map plotting (color) | | $12.00/sq. ft. |
| Report Preparation Fees | | varies based on size and distribution |


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This is **Appendix 2 to EXHIBIT C**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:


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# VHB HOURLY BILLING RATES

| BILLING CODE | LABOR CATEGORY | HOURLY RATE |
|---|---|---|
| 260 | Technical/Professional 26 | $355 |
| 250 | Technical/Professional 25 | $330 |
| 240 | Technical/Professional 24 | $305 |
| 230 | Technical/Professional 23 | $285 |
| 220 | Technical/Professional 22 | $260 |
| 210 | Technical/Professional 21 | $250 |
| 200 | Technical/Professional 20 | $240 |
| 190 | Technical/Professional 19 | $230 |
| 180 | Technical/Professional 18 | $220 |
| 170 | Technical/Professional 17 | $210 |
| 160 | Technical/Professional 16 | $200 |
| 150 | Technical/Professional 15 | $190 |
| 140 | Technical/Professional 14 | $180 |
| 130 | Technical/Professional 13 | $170 |
| 120 | Technical/Professional 12 | $160 |
| 110 | Technical/Professional 11 | $150 |
| 100 | Technical/Professional 10 | $140 |
| 090 | Technical/Professional 09 | $130 |
| 080 | Technical/Professional 08 | $120 |
| 070 | Technical/Professional 07 | $110 |
| 060 | Technical/Professional 06 | $100 |
| 050 | Technical/Professional 05 | $90 |
| 040 | Technical/Professional 04 | $80 |
| 030 | Technical/Professional 03 | $70 |
| 020 | Technical/Professional 02 | $60 |
| 010 | Technical/Professional 01 | $50 |
| 350 | Technical/Support 5 | $90 |
| 340 | Technical/Support 4 | $80 |
| 330 | Technical/Support 3 | $70 |
| 320 | Technical/Support 2 | $60 |
| 310 | Technical/Support 1 | $50 |
| 500 | Court Testimony Starts at | $355 |

**Reimbursable and subconsultant expenses are billed at cost plus ~~10%.~~** 8%.

Current billing rates, last updated February 20, 2022

Revision by NCH; May 10, 2024.


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This is **EXHIBIT D**, consisting of [ 5 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full time representation. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings


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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract


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Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.


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c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.


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b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.


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This is **EXHIBIT E**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

## NOTICE OF ACCEPTABILITY OF WORK

**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

**To:** _____
**Owner**

**And To:** _____
**Contractor**

**From:** _____
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:


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**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____


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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Construction Cost Limit NOT USED IN ORIGINAL CONTRACT

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of $[ ].

B. A bidding or negotiating contingency of [ ] percent will be added to any Construction Cost limit established.

C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.

E. onsistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.

F. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

G. r shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

H. ices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

I. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the


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~~Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

~~J. e limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

~~K. ordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~


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This is **EXHIBIT G**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. **By Engineer:**

**a. Workers' Compensation:** **Statutory**

**b. Employer's Liability --**

| | | |
|---|---|---|
| **1)** | **Bodily injury, each accident:** | **$500,000** |
| **2)** | **Bodily injury by disease, each employee:** | **$500,000** |
| **3)** | **Bodily injury/disease, aggregate:** | **$500,000** |

**c. General Liability --**

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

**d. Excess or Umbrella Liability --**

| | | |
|---|---|---|
| **1)** | **Per Occurrence:** | **$1,000,000** |
| **2)** | **General Aggregate:** | **$1,000,000** |
| **3)** | **Umbrella/Excess coverage is excess of General, Automobile and Employer's liability coverage** | |

**e. Automobile Liability --Combined Single Limit for owned, non-owned, and hired vehicles (Bodily Injury and Property Damage):**

**$1,000,000**

**f. Professional Liability –**

| | | |
|---|---|---|
| **1)** | **Each Claim Made** | **$1,000,000** |
| **2)** | **Annual Aggregate** | **$2,000,000** |


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B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

2. **Each policy (except worker's compensation and professional liability) shall be endorsed to include the Owner and its officers, employees, and agents, as additional insureds for the possible liabilities resulting from the Engineer's actions or omissions. It is agreed that the liability insurance furnished by the Engineer is primary and non-contributory for all additional insureds. Each policy (except professional liability) shall be endorsed to waive subrogation against the City and to provide the City with thirty (30) days' notice of cancellation.**

3. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.


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This is **EXHIBIT H**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ***a mutually agreed person***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. **Statutes of limitation shall toll while the parties are mutually and actively engaged in mediation, and nothing herein shall prevent either party from seeking emergency relief from a court of competent jurisdiction under appropriate circumstances.**


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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Limitations of Liability NOT USED IN ORIGINAL CONTRACT

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

***[NOTE TO USER: Select one of the three alternatives listed below for I6.11. A.1]***

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of $[ ] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

**[or]**

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted byLaws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project
2. or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

3. ed to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

**[or]**


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1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted byLaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

---

***[NOTE TO USER: If appropriate and desired, include I6.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]***

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages
3. arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

4. t or the Project, from any cause or causes, including but not limited to:

***[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]***

***[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed $_____."]***

---


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~~***[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph I6.11.B.]***~~

~~G. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~


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This is **EXHIBIT J**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## Special Provisions

The Agreement is/are amended to include the following agreement(s) of the parties:

**Exhibit M, DEC Certification Page**
**Exhibit N, Certificate of Compliance with the City of Burlington's Livable Wages Ordinance**
**Exhibit O, Certificate of Compliance with the City of Burlington's Outsourcing Ordinance**
**Exhibit P, Certificate of Compliance with the City of Burlington's Union Deterrence Ordinance**
**Exhibit Q, Vermont State Grant Conditions**

**Engineer, and any sub-consultants employed by Engineer, shall be required to sign the above ordinance certifications and at all times comply with Burlington Livable Wage Ordinance, the Burlington Union Deterrence Ordinance, and the Burlington Outsourcing Ordinance.**

**The DEC Certification Page is required as part of this Agreement.**

**Notwithstanding Section 6.01.G or any other provision of this Agreement, the construction contract documents will mandate compliance with the same.**


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This is **EXHIBIT K**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**
**Amendment No. _____**

**The Effective Date of this Amendment is: _____.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

| | |
|---|---|
| Original agreement amount: | $_____ |
| Net change for prior amendments: | $_____ |
| This amendment amount: | $_____ |
| Adjusted Agreement amount: | $_____ |

Change in time for services (days or date, as applicable): _____


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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

| OWNER: | ENGINEER: |
|---|---|
| By: _____ | By: _____ |
| Print name: _____ | Print name: _____ |
| Title: _____ | Title: _____ |
| Date Signed: _____ | Date Signed: _____ |


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**This is EXHIBIT L, consisting of [ 2 ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].**

## Public Health Emergency

**A. The Engineer is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, may introduce significant uncertainty into the project. The Engineer must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. The Engineer shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.**

**B. Creation of Public Health Emergency Plan. For any work performed on-site at a City location, the Engineer shall create a public health emergency plan. The Engineer and their employees shall be responsible for following this plan while on the project site.**

- **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, Engineer workers and sub-contractor/sub-consultant workers;**
  - **ii. Explicit reference to health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, and other relevant local, regional, state, and federal, international governmental entities (see Section E. below), with such health and safety performance standards and mandates adequately considered and addressed in the plan;**
  - **iii. A schedule for possible updates to plan in advance of the start of Work as described in this Agreement (see Section B.b.iii. below); and**
  - **iv. Means to adjust the schedule should the emergency change in nature or duration.**
- **b. Review and Acceptance of Plan:**
  - **i. Engineer must provide the plan in advance of work on-site in Burlington.**
  - **ii. The City shall have sole discretion to approve, deny, or compel the Engineer to make certain changes to the plan.**
  - **iii. If a state of emergency is declared, the Engineer shall provide updated plans to the City for the City's approval prior to Work and at the following intervals: 1 month prior to Work, 2 weeks prior to Work, 1 week prior to Work, and 1 day prior to Work.**
  - **iv. 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 the Engineer 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**


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**constitute breach of the Agreement pursuant to Article 6, Section 6.06 (Suspension and Termination).**

**Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall use reasonable discretion in determining if the Engineer has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on the Engineer resulting from such Work stoppage, complying with Exhibit A, Section A2.01 (Additional Services Requiring Owner's Written Authorization).**

**If Engineer's breach of Agreement has not been cured within thirty (30) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Article 6, Section 6.06.B. (Termination for Cause).**

**D. <u>City Liability Relating to Potential Delays</u>. 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.**


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This is **EXHIBIT M**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)**
**DEC CERTIFICATION PAGE**

PROJECT NAME: **Manhattan Drive Outfall Project**
PROJECT LOCATION: **IV8.0, IV9.0 and IV10.0 Stormwater Outfalls adjacent to Manhattan Drive, Burlington, VT**
APPLICANT & LOAN/GRANT NUMBER: **RF1-311-3.0**

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

**SUMMARY OF ENGINEERING FEES**

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

| Description of Steps and Services | Fee Amount | Basis of Payment (Lump Sum or NTE) |
|---|---|---|
| ~~1. Step 0 – Feasibility Study~~ | ~~N/A~~ | ~~LS/NTE~~ |
| ~~2. Step I – Preliminary Engineering~~ | ~~N/A~~ | |
| ~~a. Preliminary Engineering Report Services~~ | ~~N/A~~ | ~~LS/NTE~~ |
| ~~b. Environmental Information Document Services~~ | ~~N/A~~ | ~~LS/NTE~~ |
| **3. Step II – Final Design** | | |
| **a. Basis of Final Design and Final Design Plans and Contract Documents** | **$ 15,000** | **LS** |
| **b. Re-Permitting Costs** | **$10,400** | **NTE** |
| **4. Step III** | | |
| **a. Bid Phase Services** | **$ 5,000** | **LS** |
| **b. Construction Phase Services** | **$ 35,000** | **LS** |
| **c. Resident Project Representative Services** | **$ 25,300** | **NTE** |
| **d. Post Construction Phase Services** | **$ 5,000** | **LS** |
| **5. Total Engineering Costs** | **$ 95,700** | |
| **6. Construction Costs** | | |
| **a. Contract 1** | **$931,710.47** | |
| **b. Small Purchase** | | |
| **c. ACOE 404 Permit** | **$ 42,165.52** | |
| **7. Total Project Cost** | **$1,069,575.99** | |
| **8. Total Bond Amount** | **$30,000,000.00** | |


**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**
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**SCOPE OF SERVICES**

The scope of services can be found in the following pages of the contract: Exhibit A – Engineer's Services Pages 1-15 and Exhibit D Resident Project Representative Pages 1-5.

**PROGRESS MEETING AND DELIVERABLES**

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step II deliverables and meetings:

| Percent Complete | Approximate Meeting Schedule | Deliverables |
|---|---|---|
| | **November 2024** | **Submit a Step II loan application** |
| **90%** | **December 2024** | **Draft EJCDC Front End Documents** |
| | **January 2025** | **Schedule bond vote and submit bond vote warning to the WID** |
| | **March 2025** | **City of Burlington bond vote** |
| | **May 2025** | **Receive voter authorization and submit project schedule** |
| **Final** | **June 2025** | **Final documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.** |

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME

**Vanasse Hangen Brustlin, Inc. (VHB)** **2/25/2025**

Engineer Date

David Saladino, Regional Operations Manager

Name and Title

DocuSigned by:
Megan Moir
7FC6AA890F334C4...

**City of Burlington** 2/28/2025

Owner Date

Name and Title


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Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title Last Revised: 3/26/19


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This is **EXHIBIT N**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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

I, David Saladino, on behalf of VHB, Inc. ("the Contractor"), in connection with a contract for

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

(1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract *(or the duration of the contracted project)*;
   (a) Full-time employees are entitled to 12 days of paid time off per year; and
   (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis; (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least $17.44 per hour; and
   (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least $18.59 per hour.

(2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;

(3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;

(4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;

(5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: 2/25/2025 By: David Saladino
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: 2/25/2025 Karin M Bourassa
Notary Public Karin M. Bourassa, Term Expires 1/31/27


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This is **EXHIBIT O**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, David Saladino ,on behalf of VHB (Contractor) and in connection with the City of Burlington Manhattan Drive Outfall Project, RF1-311-3.0 , hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at South Burlington, Vermont this 25th day of February , 2025.

By: David Saladino Duly Authorized Agent

Subscribed and sworn to before me: Karin M. Bourassa Notary

Term Expires 1/31/2027


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This is **EXHIBIT P**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, David Saladino , on behalf of VHB, Inc. _____

(Contractor) and in connection with City of Burlington Manhattan Drive Outfall Project, RF1-311-3.0 (City contract/project/grant), hereby certify under oath that VHB _____ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at South Burlington , Vermont this 25th day of Feb , 2025.

By: David Saladino, Regional Operations Manager Duly Authorized Agent




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This is **EXHIBIT Q**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**Exhibit Q**
**Vermont State Grant Conditions**

The following provisions are required:

1. **False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

2. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

3. **Use and Protection of State Information:**

   A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

   B. With respect to State Data, Party shall:
      i. take reasonable precautions for its protection;
      ii. not rent, sell, publish, share, or otherwise appropriate it; and
      iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

   C. With respect to Confidential State Data, Party shall:
      i. strictly maintain its confidentiality;
      ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
      iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
      iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
      v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
      vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

   D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
      i. industry-standard firewall protection;
      ii. multi-factor authentication controls;
      iii. encryption of electronic Confidential State Data while in transit and at rest;


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iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage; training to implement the information security measures; and
vi. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standar…
H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

4. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

5. **Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

6. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

7. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

8. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: https://bgs.vermont.gov/purchasing-contracting/debarment.


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This is **EXHIBIT Q**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

9. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

10. **Requirements Pertaining Only to State-Funded Grants:**
    A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.


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VERMONT

**Vermont Department of Environmental Conservation** *Agency of Natural Resources*

WATER INVESTMENT DIVISION
National Life Building, DAVIS 3
1 National Life Drive
Montpelier, VT 05620-3510
FAX: (802) 828-1552

**Megan Moir, Assistant Department of Public Works Director**
Authorized Representative
City of Burlington
234 Penny Lane
Burlington, VT 05401

Wednesday, April 15, 2026

**Re: Approval of Final Design Plans and Specifications and Eligibility Determination**
**Manhattan Drive Outfall Repairs**
**Vermont/ USEPA Clean Water Loan Number RF1-311**

Dear Megan:

The Water Investment Division performed a technical review of the project design and finds that it meets accepted scientific and engineering standards. The approved plans and contract documents were submitted to our office by VHB of Winooski, VT.

**LEGAL AUTHORITY AND APPROVED PROJECT SCOPE**

In accordance with requirements of 10 V.S.A., Chapter 55; 24 V.S.A., Chapter 120; and the requirements of the Operating Agreement between the Department and the United States Environmental Protection Agency (USEPA) dated June 29, 2022, the Department finds that these plans and contract documents meet all applicable requirements of the Vermont/USEPA revolving loan and grant programs and hereby approves the plans and contract documents for those purposes.

Scope of project: Stabilization and repair of three municipal stormwater outfalls along Manhattan Drive, including regrading, installation of riprap, pipe and appurtenances, surface restoration, approved traffic control measures and all necessary work as required in the contract documents. The project area is between Manhattan Drive and Route 127 and south of the railroad.

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**Megan Moir**
**Final Design Approval and Eligibility Determination**
**Manhattan Drive Outfall Repairs**
**Vermont/USEPA Clean Water Loan Number RF1-311**
**City of Burlington**

**APPROVED DOCUMENTS**

1. Plans titled "City of Burlington, Manhattan Drive, Stormwater Outfall Improvements" dated 8/30/2019, last revised 8/30/2019, and stamped by Peter Smiar, of VHB of South Burlington, VT.

2. Contract Documents and Specifications titled "City of Burlington, Manhattan Drive, Stormwater Outfall Improvements" dated 8/30/2019, and stamped by Peter Smiar, of VHB of South Burlington, VT.

**STANDARD CONDITIONS**

The following provisions are applicable because the City will apply for a revolving fund loan containing funds from the USEPA:

1. **PROCUREMENT**
   Bidding shall be performed in accordance with the herein approved construction contract documents.

2. **NATIONAL ENVIRONMENTAL POLICY ACT**
   The disturbed area allowed in the project is limited to the physical area reviewed for environmental impacts through the Environmental Review Process. Additionally, project scope shall not be expanded without prior environmental review and approval. In addition to the time required to review the changes, there is a 30-day comment period on the proposed impacts.

3. **PROJECT SCOPE**
   Project cannot be expanded beyond those scope items fully developed in the approved Preliminary Engineering Report.

4. **CONTAMINATION**
   If petroleum hydrocarbon and/or chlorinated solvent contaminated soils are encountered during any phase of construction, buried pipe materials for potable water must be ductile iron pipe with fluorocarbon elastomer gaskets, water service piping must be copper pipe, and all other appurtenances shall be of material resistant to contamination.

5. **TESTING**
   The project shall be tested and inspected in accordance with the approved engineering drawings and specifications named above. Copies of all test results shall be submitted to the loan recipient.

6. **CONSTRUCTION SERVICES**
   The scope of work and level of effort shall be approved by the Construction Engineer assigned to this project at WID. Field inspection of the project shall be performed under the responsible charge of a

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Vermont licensed professional engineer.

~~**7. OPERATION AND MAINTENANCE MANUAL**~~

~~An Operation and Maintenance Manual must be submitted to the Wastewater Management Program of the Watershed Management Division within 60 days of final completion of this project. The Construction Engineer at WID must be copied on the Transmittal Letter.~~

**8. RECORD DRAWINGS**

Record drawings shall be prepared by the professional engineering firm responsible for observation of construction and shall depict the system as it was constructed, including any field modifications. Record Drawings shall be dated, contain the engineer's Construction Certification, shall include the professional engineer's seal and signature, and shall be submitted to Design Engineer at WID and loan recipient within 60 days of final field inspection and approval by the responsible professional engineer.

**9. REVISIONS**

Any revisions (changes, additions, deletions or other modifications) made to the documents reviewed and stamped "Approved" by WID must be addressed by Addendum, Change Order or other WID-approved method. Prior to issuance of the change, WID must review and concur with the change.

**PROJECT SPECIFIC CONDITIONS OF APPROVAL**

**Table of Approval Conditions**

| | Condition |
|---|---|
| **1** | Wetlands**:** Mitigation of wetlands impacts will be determined by the updated Vermont Wetlands Permit and the updated US Army Corps of Engineers Wetlands Permit, which must be included in the construction documents. |
| **2** | The Environmental Review for this project expires on 2/12/2031. The construction loan must be processed before that date to qualify for CWSRF program funding or the environmental review will need to be amended. |
| **3** | The plans and contract documents have been approved by this office. It is requested that the approved set of plans and contract documents be available at the project site at all times. |
| **4** | If any leaded drinking water system components, including lead service lines, appurtenances, goosenecks, or pigtails are encountered, exposed, broken, or damaged during construction, the loan recipient shall immediately notify the drinking water system, the Public Drinking Water Program in the DEC Drinking Water and Groundwater Protection Division, and the Water Investment Division |

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**Megan Moir**
**Final Design Approval and Eligibility Determination**
**Manhattan Drive Outfall Repairs**
**Vermont/USEPA Clean Water Loan Number RF1-311**
**City of Burlington**

| | |
|---|---|
| | Construction Engineer assigned to this project. The notification shall include the address of all properties being served or affected by the leaded components. The location of the leaded components encountered shall be identified on the Record Drawings. |
| **5** | For this approval to be valid, the outstanding permits below must be obtained:<br>1. Construction Site Runoff<br>2. State Wetlands<br>3. Army Corps of Engineers Permit<br>4. Other Permits Required |

**PRELIMINARY ELIGIBILITY DETERMINATIONS**

**Clean Water State Revolving Fund**:
This eligibility determination for the Vermont/EPA Clean Water Revolving Loan Fund is based on the finding that the eligible construction cost of $1,491,695.60 derived from the engineer's estimate for clean water related items is a suitable cost for the purpose of CWSRF Loan.

**Table of Eligible Construction Item Work**

| Item | Eligibility by Percentage | Eligibility by Cost |
|---|---|---|
| **Contract 1** | 100% | $1,491,695.60 |

**Asset Life Determination.** The cost-weighted average asset life of the assets involved in the project have an asset life of approximately 40 years or greater.

**CWSRF Loan Subsidy.** This project may qualify for loan subsidy. Please contact the CWSRF Project Lead for details.

**Green Project Reserve.** We note that the following items are being tracked for Green Project Reserve. In the event that one or more of these items in part or in whole are removed from the project, notify this office immediately. Removal of these items may impact additional subsidy, pollution control grant percentages, and funding ranking for both loan and grant dollars.

**Table of Green Project Reserve**

| Bid Item Number | Description | Cost |
|---|---|---|
| Bid items 3a-3f | Tree plantings | $2,421 |

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**Megan Moir**
**Final Design Approval and Eligibility Determination**
**Manhattan Drive Outfall Repairs**
**Vermont/USEPA Clean Water Loan Number RF1-311**
**City of Burlington**

**Vermont Pollution Control Grant**:
The project is not eligible for Vermont Pollution Control Grant.

**Ineligible Items**

The following items have been determined to be ineligible or partially eligible for grant or loan:

| | Ineligible Work or Item | Current Ineligible Cost |
|---|---|---|
| 1 | Engineering Costs not fundable under the Engineering Fee Policy. | $0 |
| 2 | Pavement, sidewalk, and curbing costs outside those allowed in the Pavement Policy. | $0 |
| 3 | Landscaping element costs outside the Landscaping Elements Policy. | $0 |
| 4 | Any spare parts that are called for by the specifications must be parts that the manufacturer of the equipment states (in the operations and maintenance manual) must be replaced within the first year of operation of the equipment and must be available on site to maintain reliability of the equipment. No other spare parts will be considered eligible for the grant or loan. The Department reserves the right to determine eligibility of any spare parts that are procured under the Contract. | $0 |
| 5 | Short Term Interest is generally not eligible except under certain limited circumstances. For the purpose of this approval it is shown entirely as a local share cost until such time as any eligible cost may be determined. | $0 |

**Exceedances**
If, at any point during further development of the project, the estimated or actual construction cost should exceed the Engineer's most recent estimate as specified above by more than ten percent, increased by the necessary amount of inflation, this office will reevaluate this eligibility determination to determine if the project will meet the requirements of the Vermont/USEPA Revolving Loan.

**Change Orders**

Generally, change orders that exceed the original contract value by more than 20% are not allowed.

**Loan and Grant Summary**

This project is eligible for a CWSRF loan amount of $1,647,447.23. Loan and subsidy amounts are subject to change based on final audited costs. See the attached project cost summary (PCS) for additional details.

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**Megan Moir**
**Final Design Approval and Eligibility Determination**
**Manhattan Drive Outfall Repairs**
**Vermont/USEPA Clean Water Loan Number RF1-311**
**City of Burlington**

Please call Jonathan Harries at **802-904-9299** if you have any questions regarding this **Final Design Approval and Eligibility Determination.**

**NEXT STEP**

Please contact your assigned WID Construction Engineer for authorization to bid this project and a list of requirements. Any changes to the Approved plans, contract documents, and specifications will need to be reviewed and concurred with as part of the authorization to bid. Failure to do so may result in reduced SRF loan eligibility or loan termination.

We look forward to the successful completion of this project.

Sincerely,

Signed by:
Jonathan Harries
09A3077A8F8C424...

Jonathan Harries
Desgin Review Eng
Water Investment Division

Signed by:
Claudon, Lynnette
B268524B1357446...

Lynnette Claudon, PE, Chief Design Engineer
Design and Construction Engineering Section
Water Investment Division

Attachment:
Project Cost Summary (PCS)

cc: **Emily Bird**, Director, VT-DEC, Water Investment Division
**Cindy Parks**, Chief Construction Engineer, VT-DEC, Water Investment Division
**Tom Brown**, CWSRF Lead, VT-DEC, Water Investment Division
**Emily Shelley,** VT-DEC Watershed Management Division

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SW Outfall Rehabilitation: Manhattan Outfalls Rehabilitation Project | CWSRF Loan# RF1-311 | Area for State of Vermont WID REVIEWED 04/08/26

3/13/2026 | ENR CCI | 11****0

CONSULTANT COMPLETES Columns B through K: See Direction Tab | SRF Design and Construction Engineers Complete

See DIRECTIONS TAB

Complete if using itemized quantities for the splits, if not hide.

| PERCENTAGE SPLITS | BID Tab# | Item Description | TOTAL Quantity | CWSRF Quantity | Other Quantity | Units | Unit Cost | Total Cost | Asset Life | 100.00% CWSRF Loan Preliminary Eligibility 1.00000 | PC Grant Preliminary Eligibility 0% | Ineligible Costs Local Share - Allowable 0% | Green Project Reserve (GPR) Eligibility, CWSRF Only: Green Infrastructure | Energy Efficiency | Water Efficiency | Environmental Innovation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Construction Costs** | | | | | | | | | | | | | | | | |
| **Contract #1** | | Contract 1 | | | | | | | | | $ - | | | | | |
| **Engineer's Estimate - Site Work** | 1A | CLEARING AND GRUBBING INCLUDING TREES AND STUMPS | 1.00 | | | LS | $41,525.46 | $ 41,525.46 | | $ 41,525.46 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1B | COMMON EXCAVATION | 1,300 | | | CY | $21.71 | $ 28,223.00 | | $ 28,223.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1C | TEMPORARY STREAM CROSSINGS (TEMPORARY ACCESS ROAD) | 1.00000 | | | LS | $37,820.00 | $ 37,820.00 | | $ 37,820.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1D | REMOVAL OF GUARDRAIL | 74.00000 | | | LF | $1.42 | $ 105.08 | | $ 105.08 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1E | TURF ESTABLISHMENT, GENERAL SEED | 4,195.00 | | | SY | $1.69 | $ 7,089.55 | | $ 7,089.55 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1F | TOPSOIL | 525 | | | CY | $47.32 | $ 24,843.00 | | $ 24,843.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1G | ROLLED EROSION CONTROL PRODUCT, TYPE I | 2,377.00 | | | SY | $3.33 | $ 7,915.41 | | $ 7,915.41 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1H | ROLLED EROSION CONTROL PRODUCT, TYPE II | 1,820 | | | SY | $5.60 | $ 10,192.00 | | $ 10,192.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 1I | SILT FENCE TYPE II | 682 | | | LF | $7.91 | $ 5,394.62 | | $ 5,394.62 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Engineer's Estimate - Stormwater/Stone** | 2A | ACCESS ROAD SUBBASE OF DENSE GRADED CRUSHED STONE | 41 | | | CY | $55.27 | $ 2,266.07 | | $ 2,266.07 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2B | ACCESS ROAD AGGREGATE SURFACE COURSE | 20 | | | CY | $48.02 | $ 960.40 | | $ 960.40 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2C | 15" CPEP (SL) | 21 | | | LF | $85.25 | $ 1,790.25 | | $ 1,790.25 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2D | 24" CPEP (SL) | 181 | | | LF | $93.55 | $ 16,932.55 | | $ 16,932.55 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2E | PRECAST REINFORCED CONCRETE MANHOLE WITH CAST IRON COVER | 1 | | | EA | $8,664.94 | $ 8,664.94 | | $ 8,664.94 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2F | E-STONE, TYPE I | 69 | | | CY | $110.77 | $ 7,643.13 | | $ 7,643.13 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2G | STONE FILL, TYPE I | 45 | | | CY | $81.44 | $ 3,664.80 | | $ 3,664.80 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2H | STONE FILL, TYPE II | 11,100 | | | CY | $88.52 | $ 982,572.00 | | $ 982,572.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2I | STONE CHECK DAM, TYPE I | 10 | | | CY | $101.99 | $ 1,019.90 | | $ 1,019.90 | $ - | $ - | $ - | $ - | $ - | $ - |
| | 2J | CONCRETE ENERGY DISSIPATOR | 1 | | | EA | $10,000.00 | $ 10,000.00 | | $ 10,000.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Engineer's Estimate - Landscape** | 3A | Red maple (1B-24") | 18 | | | EA | $30.00 | $ 540.00 | | $ 540.00 | $ - | $ - | $ 540.00 | $ - | $ - | $ - |
| | 3B | Red osier dogwood (1B-24") | 18 | | | EA | $25.50 | $ 459.00 | | $ 459.00 | $ - | $ - | $ 459.00 | $ - | $ - | $ - |
| | 3C | Eastern cottonwood (1B-24") | 18 | | | EA | $30.00 | $ 540.00 | | $ 540.00 | $ - | $ - | $ 540.00 | $ - | $ - | $ - |
| | 3D | Beb willow (1B-24") | 18 | | | EA | $27.00 | $ 486.00 | | $ 486.00 | $ - | $ - | $ 486.00 | $ - | $ - | $ - |
| | 3E | Red osier dogwood (tubelings) | 33 | | | EA | $6.00 | $ 198.00 | | $ 198.00 | $ - | $ - | $ 198.00 | $ - | $ - | $ - |
| | 3F | Beb willow (tubelings) | 33 | | | EA | $6.00 | $ 198.00 | | $ 198.00 | $ - | $ - | $ 198.00 | $ - | $ - | $ - |
| | | | | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Contractor's General Conditions** | 4A | 8% of total price | 1 | | | LS | $ 96,083.45 | $ 96,083.45 | | $ 96,083.45 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | | | | $ - | $ - | | | | |
| | | | | | | | | | | | $ - | $ - | | | | |
| | | (Insert Items and Quantities to Match Bid Form) | 0 | | | | | | | | $ - | $ - | | | | |
| | | | 0 | | | | | | | | $ - | $ - | | | | |
| 15% | | **Contingency - SEE DIRECTIONS TAB** | **15** | | | % | | $ 194,568.99 | | $ 194,568.99 | $ - | $ - | $ - | $ - | $ - | $ - |
| **Change Orders** | | | | | | | | | | | $ - | $ - | | | | |
| Change Order 1 | | (Insert Items and Quantities, if any to Match CO) | | | | | | | | | $ - | $ - | | | | |
| Change Order 2 | | | | | | | | | | | $ - | $ - | | | | |
| Change Order 3 | | | | | | | | | | | $ - | $ - | | | | |
| Change Order 4 | | | | | | | | | | | $ - | $ - | | | | |
| Change Order 5 | | | | | | | | | | | $ - | $ - | | | | |
| Change Order xxxxx | | | | | | | | | | | $ - | $ - | | | | |
| **Small Purchases** | | | | | | | | | | | $ - | $ - | | | | |
| | | | | | | | | | | | $ - | $ - | | | | |
| | | | | | | | | | | | $ - | $ - | | | | |
| **Engineering Costs** | | | | | | | | | | | $ - | $ - | | | | |
| **Engineering Planning Adv** | | **EPA PC ****** | | | | | | | | $ - | $ - | $ - | | | | |
| | | | | | | | | | | | $ - | $ - | | | | |
| **Step 1 Preliminary Eng** | | **Include Loan #s** | | | | | | | | | $ - | $ - | | | | |
| | | Standard Engineering Services (Basic and Special) | | | | | | | | | $ - | $ - | | | | |
| | | Preliminary Engineering Report | | | | | | | | | $ - | $ - | | | | |
| | | Environmental Information Document, Hearings and Meetings | | | | LS | | $ 13,818.00 | | $ - | $ - | $ 13,818.00 | $ - | $ - | $ - | $ - |
| | | Data Review and Collection | | | | | | | | | $ - | $ - | | | | |
| | | Geotechnical Engineering | | | | LS | | $ 15,186.00 | | $ - | $ - | $ 15,186.00 | $ - | $ - | $ - | $ - |
| | | Project Development Meetings (30/60/90) | | | | | | | | | $ - | $ - | | | | |
| | | Initial Bond Vote Assistance | | | | | | | | | $ - | $ - | | | | |
| | | GIS and Surveying Services | | | | | | | | | $ - | $ - | | | | |
| | | Non-Standard Services (Basic and Special) | | | | | | | | | $ - | $ - | | | | |
| | | Cleaning and TV-ing subcontractor | | | | NTE | | | | | $ - | $ - | | | | |
| | | Land Surveyor ROW, Easement, and Plat | | | | NTE | | | | | $ - | $ - | | | | |
| | | Hydrogeology | | | | NTE | | | | | $ - | $ - | | | | |
| | | Historical/Archaeological | | | | NTE | | | | | $ - | $ - | | | | |
| | | Contamination Investigations | | | | NTE | | | | | $ - | $ - | | | | |
| | | Leakage, Inflow and Infiltration Studies | | | | NTE | | | | | $ - | $ - | | | | |
| | | Pilot Testing | | | | NTE | | | | | $ - | $ - | | | | |
| | | Evaluation of New Technologies | | | | NTE | | | | | $ - | $ - | | | | |
| | | Building Material Testing (Asbestos, Lead, PCBs, etc.) | | | | NTE | | | | | $ - | $ - | | | | |
| | | Bond Vote Assistance Following Failed Vote | | | | NTE | | | | | $ - | $ - | | | | |
| | | Pre-approved items from EJCDC part 2, A2.01 A. | | | | NTE | | | | | $ - | $ - | | | | |
| | | Environmental Impact Study Related Work | | | | NTE | | | | | $ - | $ - | | | | |
| **Step 2 Final Design** | | **Include Loan #s: RF1-***/WPL-*** | | | | | | | | | $ - | $ - | | | | |
| | | **Standard Engineering Services (Please see Directions)** | | **CWSRF** | **Other** | | | | | | $ - | $ - | | | | |
| | | Final Design, Plans and Specifications | | | | LS | | $ 15,000.00 | | $ 15,000.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Re-Permitting Costs | | | | NTE | | $ 10,400.00 | | $ 10,400.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Project Development Meetings (30/60/90) | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | Construction Cost Estimate (PCS Template) | | | | LS | | $ - | | | $ - | $ - | | | | |
| | | Force Account | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | Basis of Final Design | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | **Non Standard Engineering Services** | | | | | | $ - | | | $ - | $ - | | | | |
| | | List as they will appear on your invoicing. | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | All Subcontractors should be listed Separately | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | | | | | | | $ - | | | $ - | $ - | | | | |
| **Step 3 Engineering Services** | | Include Loan #s | | **CWSRF** | **Other** | | | | | | $ - | $ - | | | | |
| | | **Standard Engineering Services (Please see Directions)** | | | | | | | | | $ - | $ - | | | | |
| | | Bid Phase Services | | | | LS | | $ 5,000.00 | | $ 5,000.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Construction Contract Management | | | | LS | | $ 35,000.00 | | $ 35,000.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Resident Project Representative | | | | NTE | | $ 25,300.00 | | $ 25,300.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Construction Administration | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | Contract Administration | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | **Non Standard Engineering Services** | | | | | | | | | $ - | $ - | | | | |
| | | Materials testing for quality control, during construction | | | | | | | | | $ - | $ - | | | | |
| | | Force Account | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | Post Construction: | | | | LS | | $ 5,000.00 | | $ 5,000.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Walkthrough | | | | | | | | | $ - | $ - | | | | |
| | | Record Drwgs | | | | NTE | | | | | $ - | $ - | | | | |
| | | O&M Manual | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | Closeout Documentation | | | | NTE | | $ - | | | $ - | $ - | | | | |
| | | **Federal Cross Cutters (required field)** | | | | NTE | | $ - | | | $ - | $ - | | | | |
| **Other Costs** | | | | **CWSRF** | **Other** | | | | | | $ - | $ - | | | | |
| | | Administration | | | | | | | | | $ - | $ - | | | | |
| | | Legal | | | | | | | | | $ - | $ - | | | | |
| | | Bond Vote Assistance | | | | | | | | | $ - | $ - | | | | |
| | | Land Acquisition | | | | | | | | | $ - | $ - | | | | |
| | | Permit Fees (ACOE 404 Permit) | | | | | | $ 102,217.63 | | $ 60,051.63 | $ - | $ 42,166.00 | $ - | $ - | $ - | $ - |
| | | Permit Fees (VWP Permit) | | | | | | $ 440.00 | | | $ - | $ 440.00 | $ - | $ - | $ - | $ - |
| | | Short term interest | | | | | | | | | $ - | $ - | | | | |
| SUBTOTAL ENGINEERING COSTS | | | | | | | | | | | $ - | $ - | | | | |
| SUBTOTAL SUBCONSULTANT COSTS | | | | | | | | | | | $ - | $ - | | | | |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | | | | | $ 1,491,695.60 | | $ 1,491,695.60 | | $ - | | | | |
| **TOTAL ESTIMATED PROJECT COST** | | | | | | | | $ 1,719,057.23 | | $ 1,647,447.23 | $0.00 | $ 71,610.00 | $ 2,421.00 | $ - | $ - | $ - |

| | | |
|---|---|---|
| BOND Date | 11/6/2018 | |
| BOND or FUNDING CAPACITY | $30,000,000.00 | $ - |
| Remaining Bond Capacity | $28,352,552.77 | Check Availability |
| **Administrative+Legal % of Total Construction Cost is :** | 0.00% | |
| **CW Loan Eligibility Total** | | $1,647,447.23 |
| **DW Loan Eligible** | | |
| **GPR Eligibility Total** | | $ 2,421.00 |
| **PC Grant Award** | | $ - |
| **Remaining PC Grant Eligibility** | | $0.00 |

**Notes:**

III approval and amounts.

*GPR Narrative: The tree plantings are GPR eligible in the amount of $2,421.*

**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: DPW – Water Resources Submitter: Monika Ingalls & Megan Moir

Title/Subject: Manhattan Dr Stormwater Outfalls Rehabilitation – Step III Loan & Consultant Contract Amendment

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | Click or tap to enter a date. |
| ☐ | City Council | Click or tap to enter a date. |
| ☒ | Both BOF and Council | 7/13/2026 |

**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 | 6/25/2026 | Chapin Spencer |
| Mayor's Office | Yes | 7/7/2026 | Lisa Gerlach |
| 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 | 7/8/2026 | Jessica Brown |
| City Attorney's Office for memo and motion(s) or resolution(s) | Yes | 7/8/2026 | Jessica Brown |
| CAO for budget, financing, and memo | Yes | 7/7/2026 | Katherine Schad |
| Human Resources, if personnel action or policy | N/A | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if IT-related | N/A | Click or tap to enter a date. | Click or tap here to enter text. |

**Resolution Relating to**

AUTHORIZATION FOR $1,790,700 STEP III LOANS FROM VERMONT CLEAN WATER STATE REVOLVING FUND AND ENGINEERING SERVICES CONTRACT WITH VHB, INC. FOR $103,400 FOR THE MANHATTAN STORMWATER OUTFALLS REHABILITATION PROJECT

**RESOLUTION** 6.16
Sponsor(s): Bd. of Finance
Introduced: 07/13/26
Referred to: _____
Action: adopted
Date: 07/13/26
Signed by Mayor: 07/14/26

## CITY OF BURLINGTON

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

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

That WHEREAS, the City has determined the need to repair and stabilize the three stormwater outfalls located in a ravine area between Convent Square, Manhattan Drive, and Route 127 referred to as the "Intervale Wetlands" (the "Project"); and

WHEREAS, on November 6, 2018, 92% of voters in Burlington voted to approve borrowing up to $29,958,000 for the City's Clean Water Resiliency Plan (CWRP) for the purpose of paying for capital additions and improvements to the City's wastewater and stormwater systems, including: (i) capital improvements to the City's wastewater treatment plants including disinfection system and treatment upgrades and improvements; (ii) capital improvements to the City's wastewater and stormwater collection system; (iii) combined sewer runoff and overflow mitigation; (iv) stormwater outfall repair; (v) stormwater treatment; (vi) planning studies for future capital and programmatic improvements; and (vii) implementation of asset management software for improvement maintenance tracking; and

WHEREAS, City Charter Section 64b provides that, upon receipt of voter approval, the City may issue bonds or notes for the purpose of financing improvements to any revenue producing facility, and pledge the revenues from such facilities to secure payment of such bonds or notes; and

WHEREAS, planning, design and construction of this Project was identified as part of the CWRP; and

WHEREAS, the City Council adopted a Stormwater System Revenue General Bond Resolution on June 1, 2020 (as amended and supplemented to date, the "General Bond Resolution") to provide for the issuance of bonds, notes, and other obligations for the City's Stormwater System; and

WHEREAS, the General Bond Resolution provides for a pledge of the Net Revenues (as defined in the General Bond Resolution) of the City's Stormwater System for all such bonds, notes, and other obligations incurred under such General Bond Resolution; and

WHEREAS, in order to reduce transaction costs and save the ratepayers money, representatives of the City approached the Vermont Municipal Bond Bank (the "Bond Bank") to undertake the loan and repayment without the need to issue bonds under the General Bond Resolution, but with the same pledge and covenants

* * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

RESOLUTION RELATING TO

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**Adopted by the City Council**

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

..... Clerk

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

**Attest:**

..... Mayor

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

* * * * * * * * * * * * *

to secure the repayment of the loan with a pledge of Net Revenues from the City's Stormwater System on a basis similar to the covenants and pledge of revenues under the General Bond Resolution; and

WHEREAS, the Bond Bank has indicated its willingness to provide the loan on such a basis, with a direct pledge of such Net Revenues and covenants to maintain and operate the Stormwater System in a prudent manner; and

WHEREAS, the State of Vermont Clean Water State Revolving Fund (SRF) provides loans for planning (Step I), final design (Step II) and construction (Step III) of municipal wastewater and stormwater projects; and

WHEREAS, the Step II (final design engineering and permitting) costs of the project are estimated not to exceed $130,400; and

WHEREAS, the total construction costs including engineering construction administration, construction costs, construction contingencies, and eligible City staff time are estimated to cost a total amount not to exceed $1,660,300; and

WHEREAS, Step III Construction Loan amounts are inclusive of all SRF eligible costs, including Step I (Planning), Step II (Design) and Step III (Construction); and

WHEREAS, the total eligible project cost estimate for the Step III loan is thus $1,790,700; and

WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this completing construction (Step III) are 20 years of repayment starting one year after completion of construction with a 2% admin fee; and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin, Inc. ("VHB") as the most qualified contractor for final design and construction engineering of the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step III Construction Loan Application for Revolving Loan Funds under 24 V.SA. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and the Bond Bank for financing of a loan in a principal amount not to exceed $1,790,700 (the "Loan") subject to final review and approval by the Chief Administrative Officer, Director of Financial Operations and City Attorney; and

* * * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

RESOLUTION RELATING TO

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**Adopted by the City Council**

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

..... Clerk

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

**Attest:**

..... Mayor

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

* * * * * * * * * * * * * *

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to negotiate and execute an Engineering Services Agreement with VHB for an amount not to exceed $103,400, subject to approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, Director of Finance, and Assistant Director of Finance (the "Authorized Officers") are, and each one of them is, hereby authorized and empowered to execute and deliver: (i) one or more loan agreements with the Bond Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) issued to the Bond Bank in an aggregate principal amount not to exceed the Loan, in each such case payable from a pledge of the Net Revenues of the City's Stormwater System and as may be determined by the Authorized Officers to be in the City's best interests; (iii) such documents and instruments as the Bond Bank may request in connection with the Loans, in such form and with such terms as the Authorized Officers deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff members as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Water Resources Division Director Megan Moir.

TM/Resolutions 2026/*Authorization for $1,790,700 Step III Loans from Vermont Clean Water State Revolving Fund and Engineering Services Contract with VHB, Inc. for $103,400 for the Manhattan Stormwater Outfalls Rehabilitation Project*
7/9/26

* * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

DPW - Water Resources

RESOLUTION RELATING TO

Authorization For $1,790,700 Step III Loans From Vermont Clean Water State Revolving Fund And Engineering Services Contract With VHB, Inc. For $103,400 For The Manhattan Stormwater Outfalls Rehabilitation Project

**Adopted by the City Council**

July 13, 2026

Clerk

Approved July 14, 2026

Mayor

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

**Attest:**

Lori Olberg
Council and Licensing Coordinator

* * * * * * * * * * * * *



# CHIP

City Council Work Session

07/13/2026

# Community and Housing Infrastructure Program (CHIP)

- A statewide tax increment financing tool designed to help Vermont communities unlock housing opportunities by using a portion of future property tax revenue generated by new development, without increasing tax rates.
- VEPC may approve up to $200 million per year in aggregate lifetime education property tax increment retention through 2035, often described as up to $2 billion in statewide CHIP capacity.
- Created with the passage of S.127 (Act 69) in 2025.
- The CHIP program launched January 30, 2026. Applications will be accepted on a rolling basis.

**Additional Information:**

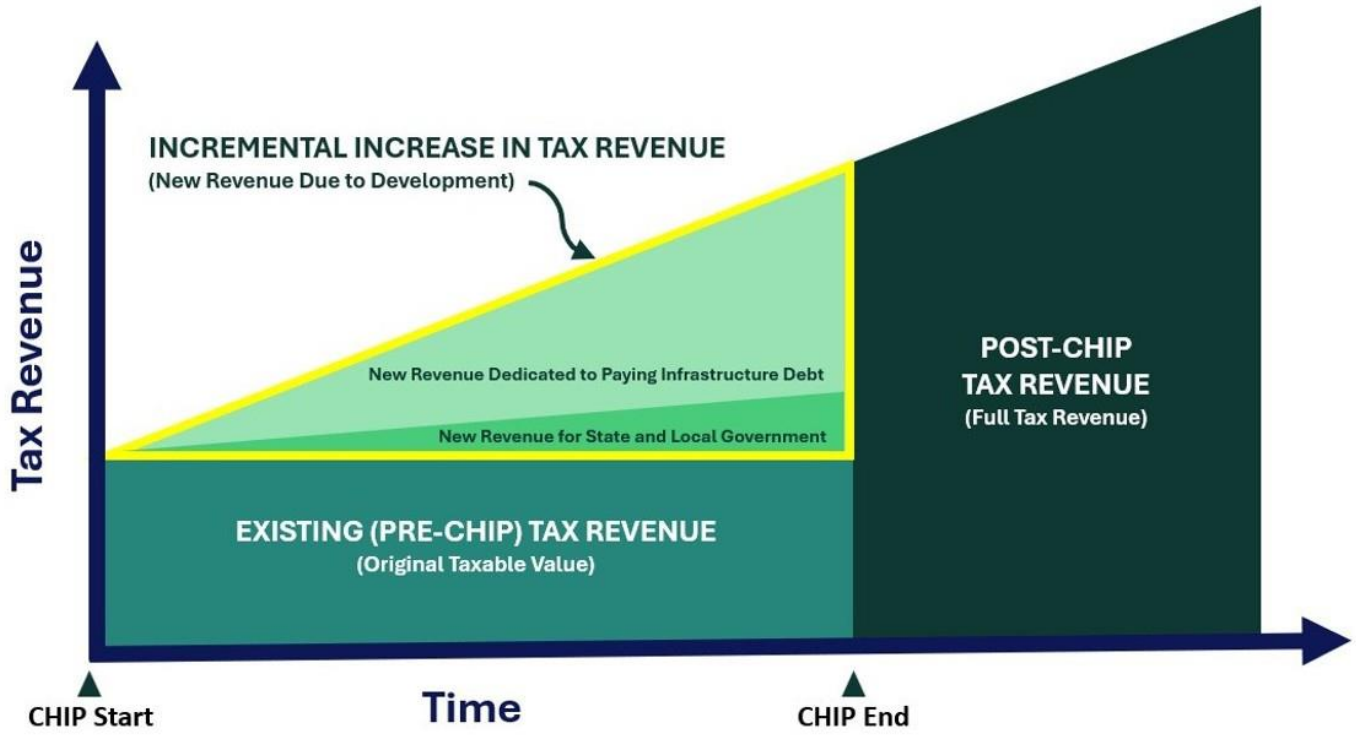
Community and Housing Infrastructure Program (CHIP) | Agency of Commerce and Community Development

CHIP FAQs | Vermont League of Cities and Towns

# What is CHIP?

CHIP is a tax increment financing tool that enables municipalities to finance essential infrastructure improvements that support new housing development.

- Existing tax revenues go to the taxing authorities
- New tax revenue (CHIP increment) is used to repay debt
- Once debt is repaid, all tax revenue goes to taxing authorities



# Why CHIP Matters for Burlington

- Infrastructure costs are a major barrier to housing production
- CHIP can help align infrastructure investment with housing development timelines
- The tool may be especially relevant to support Burlington's housing goals for infill sites, phased redevelopment, and projects where public infrastructure is needed to unlock housing
- City participation requires collaboration with the housing developer, a public hearing, Council approval, VEPC approval, and a project-specific agreement



# TIF and CHIP Serve Different Purposes

**TIF:** district-scale public infrastructure tool

### Infrastructure Focused

- Effective for large, defined districts
- Typically involves longer timelines, voter approval for municipal debt, complex structuring and administration
- Best suited for large, district-scale infrastructure projects
- City-led projects using municipal bonding for infrastructure investments that are owned by the City

### Limitations for Housing

- Individual sites often too small
- Timing mismatch with financing
- Challenging for phased delivery

**CHIP:** project-level housing infrastructure tool

### Flexible Structure

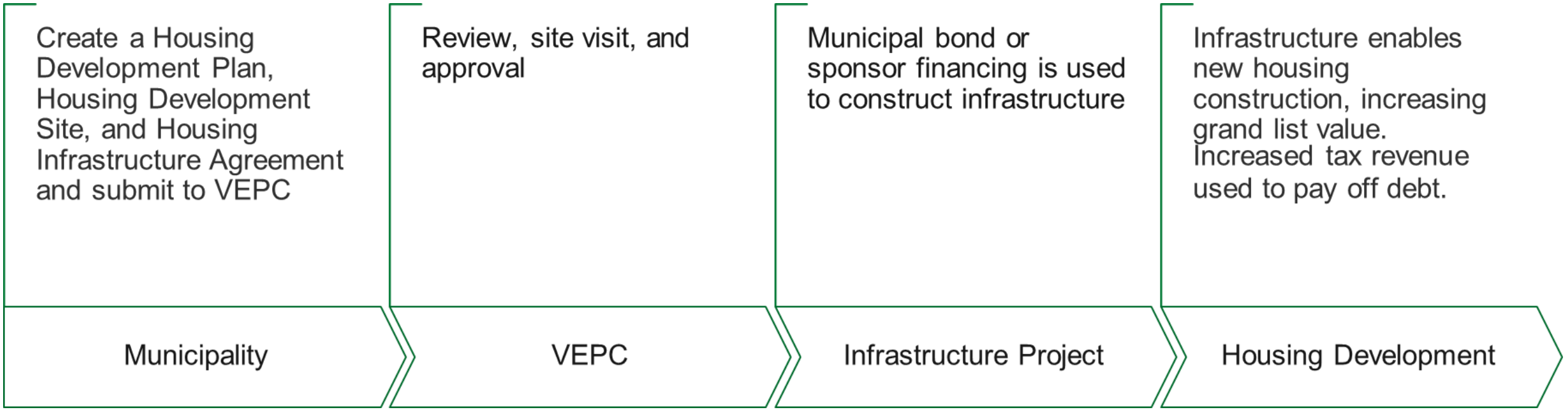
- Faster alignment with development timelines
- No district creation required
- Can be developer-led and financed
- Reimbursement tied to delivery

### Designed for Housing

- Supports housing-first infrastructure
- Works for infill and phased projects
- Enables stalled projects to move forward

# How CHIP Works

CHIP was established under 24 V.S.A. Chapter 53, Subchapter 7 to “encourage the development of new primary residences for households of low and moderate income across both rural and urban areas of all Vermont counties that would not be created but for the infrastructure improvements funded by the Program.”



# CHIP Eligible Infrastructure

### Utilities

- Power distribution & transmission
- Telecommunications
- Drinking water
- Wastewater
- Stormwater

### Thermal Energy Networks

- Waste heat recovery
- Community-scale geothermal

### Transportation Improvements

- Streets, bridges, roundabouts, crosswalks, sidewalks, bike paths & trails
- Parking facilities
- Public transit stop infrastructure and amenities; multimodal facilities; bicycle and pedestrian lanes, paths, and bridges
- Street & sidewalk lighting and furnishings

### Site Preparation

- Acquisition and demolition
- Environmental remediation
- Mitigation of a flood-prone area

**NOTE:** Soft costs such as consulting, design, architects, engineering, accounting, legal, project management, associated application fees, or other professional services directly related to the implementation and construction of eligible site improvements are also eligible.

# Key CHIP Framework & Guardrails

What Council should know before any project advances

**Project Eligibility**

- Project-specific, not a district-wide entitlement
- Projects inside an existing TIF District are not eligible for CHIP
- At least 60% of total project floor area must be dedicated to housing
- Must support eligible housing infrastructure
- Housing units must be used as primary residences
- Affordability level determines the amount of increment available

**Financing Structure**

- City financing is not presumed
- The sponsor may be the municipality, developer, or another eligible entity
- City support for a CHIP application does not commit the City to issue debt or assume financial responsibility
- Increment retention is limited in duration

**Local Approval Process**

- Requires City review, public hearing, Council approval, and VEPC approval
- Council approval is required before the City submits a CHIP application to VEPC
- Requires a project-specific Housing Infrastructure Agreement

**Compliance & Oversight**

- Approved projects require annual reporting, documentation, and compliance review
- Eligible costs, project delivery, and increment use must be documented
- Changes to approved projects may require additional City and VEPC review

# Affordability level determines the amount of increment available.

| Housing Type | State Tax Retained | Municipal Tax Retained | Units Required | Area Median Income (AMI) Limit | "But For" Test |
|---|---|---|---|---|---|
| **Affordable: Rental** (Total annual cost ≤ 30% of gross income) | Up to 85% | 85% to 100% | At least 15% of units must be affordable | ≤ 80% AMI | Not required |
| **Affordable: Owner-Occupied** (Total annual cost ≤ 30% of gross income) | Up to 85% | 85% to 100% | At least 15% of units must be affordable | ≤ 120% AMI | Not required |
| **Moderate-Income** | Up to 85% | 85% to 100% | At least 25% of units must be affordable | ≤ 150% AMI | Required |
| **Market Rate** | Up to 75% | 85% to 100% | N/A – No requirement | No cap | Required |

# Next Steps for CHIP in Burlington

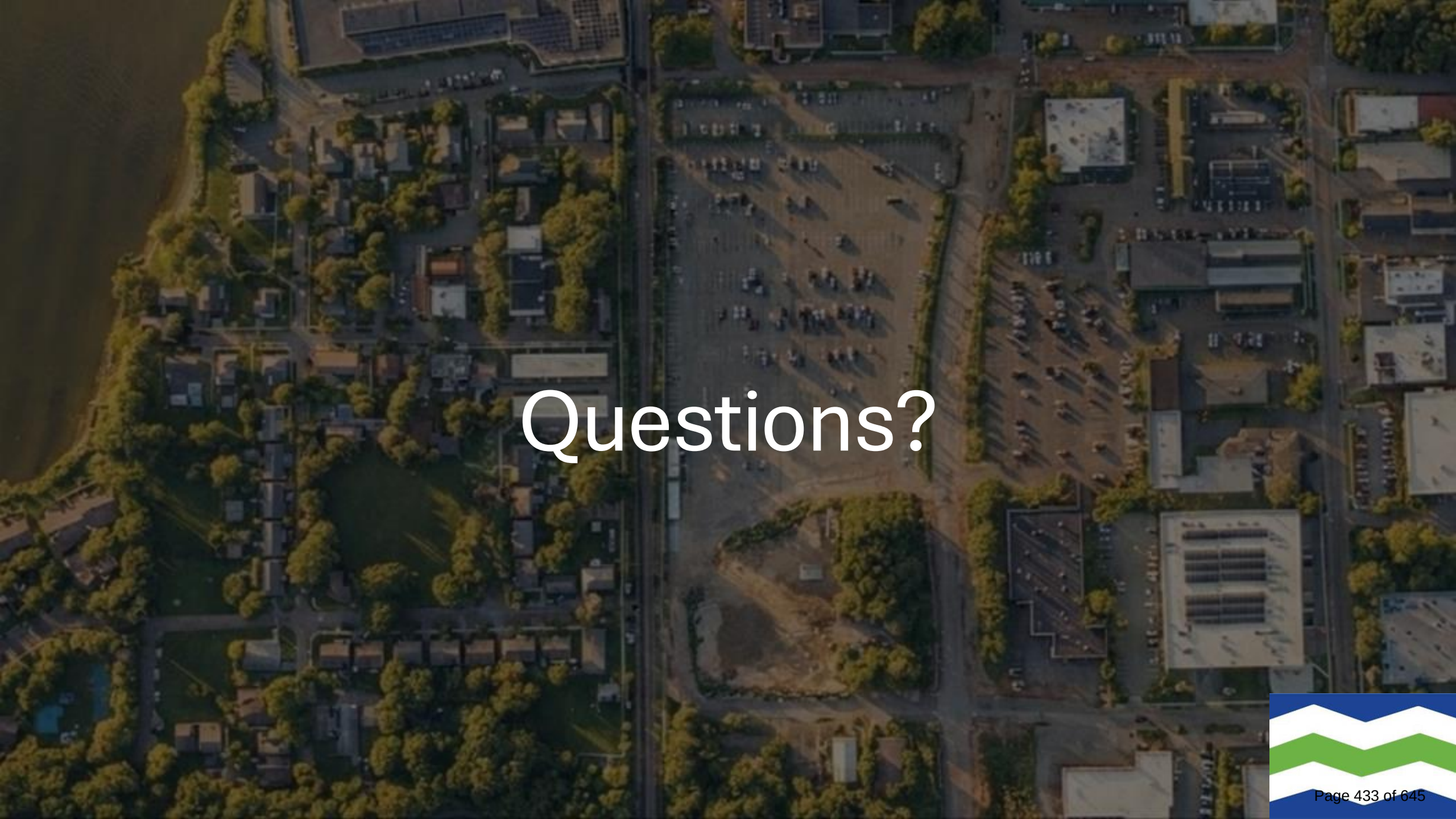
**Policy Framework**

- Staff is developing a City of Burlington CHIP policy and review framework
- The framework will clarify City priorities, project requirements, eligibility standards, applicant expectations, financial review, compliance responsibilities, and Council approval steps.
- Staff expects to bring a proposed framework to Council later this year

**Near-term CHIP projects**

- Staff is advancing the SECORD Phase 1 CHIP application for further review
- Staff expects to return to Council as early as August with a project-specific request for approval before submission to VEPC
- Two additional housing projects have made preliminary CHIP inquiries

The goal is to create a clear and administrable framework that standardizes how CHIP projects are evaluated, approved, implemented, and monitored, while preserving Council discretion.


Questions?

# Mickenberg, LLC
# Zatz & Renfrew Consulting

**To:** **City of Burlington City Council**
**From:** **Virginia Renfrew, Gail Zatz, David Mickenberg and Christina McLaughlin, Lobbyists for the City of Burlington**
**Date:** **July 13, 2026**
**Re:** **2026 Vermont Legislative Session Summary**

---

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

**FY 2027 Budget**

H.951 (Act 144) FY 2027 Budget

***Housing*** – There were a number of housing initiatives that were funded this legislative session. Most of the funding was allocated to the Vermont Homelessness Response Continuum. We were able to ensure that $500,000 was appropriated to the Community Resource Center.

- $82,634,153 for the Vermont Homelessness Response Continuum, including shelter development and operation, emergency housing in hotels and motels, grants to municipalities, emergency cold weather shelters, and supportive services, including case management, staffing, grants, and contracts – includes $500,000 for grants to municipalities
- $800,000 for the Manufactured Home Improvement and Repair Program
- $1,000,000 for the Rent Arrears Assistance Fund
- $100,000 for the Vermont Housing Finance Agency First Generation Homebuyer Program
- $1,100,000 for staffing, grants, and contracts relating to the implementation of the Vermont Homelessness Response Continuum
- $500,000 for the Community Resource Center.

***Community services*** – Of note was a $160,000 appropriation for the Community Outreach Program.

- $150,000 for a grant to the Vermont Language Justice Project to prepare informational materials for Vermonters who speak languages other than English in the event of a disease outbreak, natural disaster, or other public health emergency.
- $160,000 for a grant to the Howard Center for the Community Outreach Program.

***Criminal justice*** – The women's correctional facility (CRCF) is in great disrepair. The state has been looking to rebuild, but the process has been taking years, with no real progress to date. As a stopgap measure, the Legislature appropriated some funds to go to repairs.

- $500,000 for maintenance, replacement, and renovations at the Chittenden Regional Correctional Facility or other correctional facilities utilized in response to overcrowding for the incarcerated women's population (Capital bill).

**Bills**

***Housing***

H.772 (landlord-tenant bill) did not make it over the finish line. The bill as it passed the House, was balanced more towards landlord protections. The hope on the part of advocates was to create a better landlord-tenant balance in the Senate. Ultimately, the bill failed on the Senate floor by a vote of 15-15 (the Lieutenant Governor broke the tie vote with a "no" vote).

Housing Bills that were enacted

H.938 (Act 143) Establishing the Vermont Homelessness Response Continuum

- H.938 creates a new Vermont Homelessness Response Continuum that shifts the state away from motel vouchers and toward a tiered system focused on homelessness prevention, shelters, supportive services, and permanent housing. People would be assessed and connected to the level of support they need, with an emphasis on case management, housing plans, and moving households into stable, permanent housing. Motels would remain available as a limited, later-tier option, while the bill expands shelter types, supportive housing, emergency cold-weather responses, and accountability measures aimed at reducing homelessness and improving long-term housing outcomes. The bill appropriates $82 million in total, which includes $500k for the Burlington CRC, $500k in grants to municipalities, and $1.5 million for emergency cold weather shelter support.

S.328 (Act 179) Housing and common interest communities

- S.328 is a housing bill aimed at increasing housing production, improving financing tools, and reducing barriers to development in Vermont. It expands state support for modular and off-site construction, increases housing financing options, strengthens municipal housing planning requirements, and prevents local zoning from discriminating against modular, manufactured, or prefabricated homes. The bill also includes studies on common-interest communities, farmworker housing, and corporate ownership of residential properties.

S.325 (Act 152) Regional planning and Act 250 Tier jurisdiction

- S.325 repeals pieces of Vermont's Act 181 land-use reform law by eliminating the proposed "Road Rule" and the creation of new Tier 3 conservation areas, both of which generated concerns among landowners, municipalities, and housing advocates. The bill preserves the broader goals of Act 181, including modernizing Act 250 and encouraging housing development in designated growth areas, while scaling back some of its more restrictive land-use provisions.

***Mental Health and Substance Use***

H.660 (Act 141) Fiscal year 2027 Opioid Abatement Special Fund and Substance Misuse Prevention Special Fund appropriations.

- H.660 allows the Burlington OPC to request funding during the FY 27 Budget Adjustment process if needed. It also includes $850,000 for Syringe Service Providers.

H.814 (Act 101) Neurological rights and the use of artificial intelligence technology in health and human services

- H.814 expresses legislative intent with respect to artificial intelligence, recognizes individuals' neurological rights, and modifies the Artificial Intelligence Advisory Council.

H.816 (Act 156) Regulating the use of artificial intelligence in the provision of mental health services

- H.816 prohibits the delivery of mental health services solely by AI, in response to some situations that have occurred which resulted in suicides.

***Judicial Issues***
H.937 (H.165) Miscellaneous judiciary procedures

- H.937 includes some victim's rights provisions and creates the Rapid Accountability Docket in counties throughout the state.

***Water Infrastructure***
S.212 (Act 174) Potable water supply and wastewater system connections

- S.212 allows for voluntary delegation of pretreatment authority to a local Publicly Owned Treatment Works.

***Gun Reform***
H.606 (Act 134) Firearms relinquishment and storage procedures

- H.606 amends firearms relinquishment and storage procedures pursuant to a Relief from Abuse Order or Extreme Risk Protection Order.

***Charter Changes***
H.508 (Act M-8) Approval of amendments to the charter of the City of Burlington – Election boundaries

- H.509 continues the election area boundaries established in 2023 until changed by the City Council in order to provide an equal division of population among them in accordance with data produced by the U.S. Census Bureau.
    - The City Council may change election area boundaries following the taking of the decennial census and whenever necessary to correct an unconstitutional division of population among City districts or wards.
    - Changes shall be approved by the voters at an annual or special meeting of the City and shall become effective immediately upon approval unless a later date is established by the City meeting vote.

H.956 (Act M-9) Approval of an amendment to the charter of the City of Burlington relating to the Office of Racial Equity, Inclusion, and Belonging

- H.956 requires the City of Burlington to form the Office of Racial Equity, Inclusion, and Belonging (REIB) and establish a Director of Racial Equity, Inclusion, and Belonging.

***Other Legislative Bills of Interest***

License plate readers

We tried to extend the sunset of ALPR/ATLE out, but it will be looked at next session, with an eye towards ensuring data privacy.

Immigration

H.849 (Act 87) A civil action for damages for deprivation of federal constitutional rights by any government official

- H.849 creates a state cause of action authorizing any resident of Vermont or person injured in Vermont to bring a civil suit for money damages and injunctive relief against any person who acts under color of any state, federal, or local statute, ordinance, regulation, custom, or usage and who deprives the resident or person in the jurisdiction of Vermont of any rights, privileges, or immunities secured by the U.S. Constitution.

S.209 (Act 150) Prohibiting civil arrest in sensitive locations

- S.209 prohibits civil arrest while traveling to, entering, remaining at, or returning from
  - polling place;
  - educational institution;
  - social services establishment, which includes a crisis center, domestic violence shelter, victim services center, child advocacy center, supervised visitation center, family justice center, facility that serves disabled persons, homeless shelter, substance use disorder counseling and treatment facility, and an establishment distributing food or other essentials of life to people in need;
  - place of worship;
  - facility regulated by the Child Development Division of DCF or licensed as a children's camp that serves as a day camp; or
  - health care facility.

S.227 (Act 125) Creating immigration protocols in Vermont schools

- S.227 requires Vermont schools to provide immigration resources to students, protect the privacy of students, and follow protocols to restrict immigration enforcement at schools. It also requires the Agency of Education to develop a model policy.

Voting Rights

S.298 (Act 126) Voter protections

- S.298 Creates a new criminal offense prohibiting interference with voters and election officials. It prohibits the imposition or application by the State or a municipality of any voting qualification or prerequisite to voting or a standard, practice, or procedure in a manner that results in a denial or abridgement of the right of any citizen to vote based on race or color, membership in a language minority group, or having a disability, and

empowers the Attorney General's Office to bring civil actions for these violations. It also requires that any person wishing to obtain a copy of a municipality's portion of the statewide voter checklist, or any other municipal voter checklist, to swear or affirm that the person will not use the information in a manner contrary to law.

Tax

H.933 (Act 174) Miscellaneous administrative and policy changes to the tax laws

- H.933 makes several technical, administrative, and policy changes to Vermont tax laws and fees. Specifically, it clarifies that the City of Burlington may retain State education tax increment and municipal tax increment until June 30, 2035, consistent with the methodology approved by the Joint Fiscal Committee on September 10, 2009, for the three properties located at 49 Church Street and 75 Cherry Street, as designated on the City of Burlington's Tax Parcel Maps. It does not modify the tax increment retention percentages for the Burlington Waterfront TIF District. It also requires the City of Burlington, on or before November 15, 2029, to submit an updated tax increment financing plan for the Burlington Waterfront Tax Increment Financing (TIF) District to the Vermont Economic Progress Council.

Agriculture

H.941 (Act 166) Municipal regulation of agriculture

- H.941 prohibits municipalities from regulating agricultural activities that are subject to State regulation, with some exceptions for smaller parcels of land and swine waste. Municipalities are also prohibited from regulating the cultivation or other use of land for growing plants, excluding cannabis and hemp. Municipalities may regulate, but not prohibit, the keeping of a poultry flock, excluding roosters and ratites (which includes emus), and must allow the keeping of at least 12 chickens.

**MEMORANDUM**

To: Burlington Board of Finance and City Council

From: Darren Springer, General Manager
James Gibbons, Director of Policy & Planning
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Date: July 13, 2026

RE: Battery Storage Approval

The Burlington Electric Department (BED) respectfully requests Board of Finance and City Council approval and authorization to execute an power purchase agreement with Kearsarge Energy for installation and operation of a battery storage at the McNeil Generating Station, as described in below and in the attached term sheet and slides.

**RFP Process**

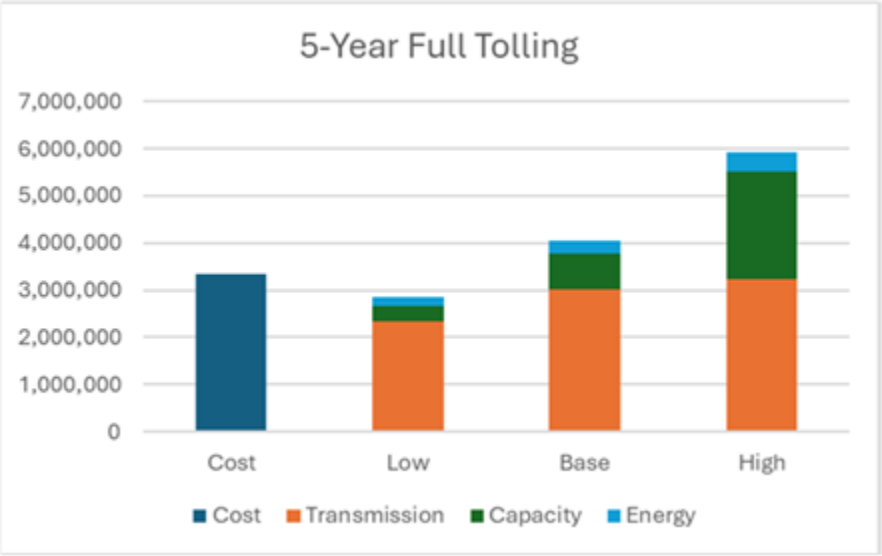
BED issued a Request for Proposals (RFP) for battery storage, RFP# 027-25, on December 27, 2024 and an amended RFP# 027A-25 on May 30, 2025. (The amended RFP was issued to solicit updated pricing reflecting any impacts from tariffs and federal policy changes.)

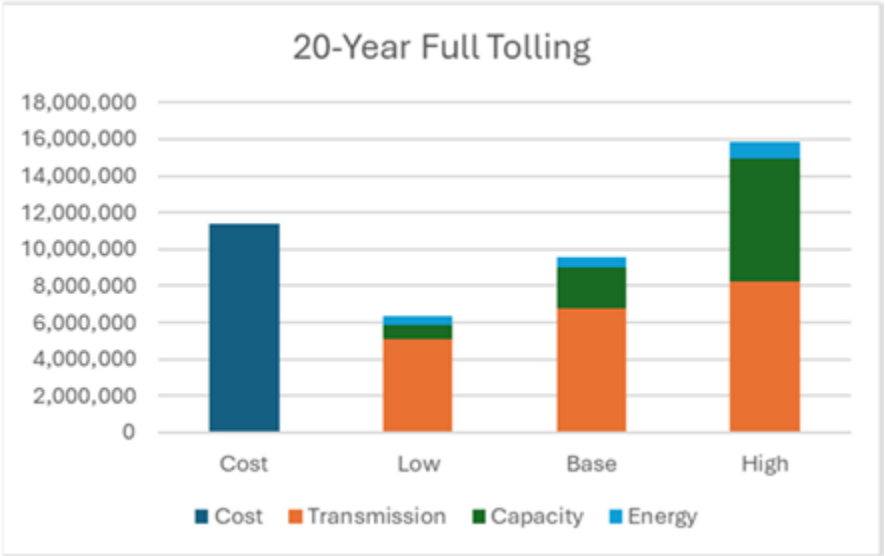
BED requested proposals for roughly 5 megawatts/20 megawatt-hours of battery storage, (meaning the battery could discharge approximately 5 megawatts for 4 hours, for example). This would be by far the most significant battery storage deployed in BED's service territory (for reference, BED's hourly average load is about 37.6 MW). BED sought to select an installer that would develop, construct, and maintain ownership of the facility and have with certain responsibilities for its maintenance and performance. The storage would not be owned by BED, but rather provided to BED under a power purchase agreement (PPA).

The goal of the RFP process was to determine if storage was now economic for Burlington, as a previous RFP in 2017 for storage in our service territory did not yield an economic result. Nine companies responded to the 2024 RFP and were evaluated initially on their pricing. The proposals submitted offered competitive pricing relative to the potential benefits sufficient to advance a proposal for approval.

**Analysis and Business Case**

BED completed a more thorough review of the two respondents with the lowest pricing offered, including reviewing their draft PPAs and comparing terms. BED also received updated pricing from these two respondents in June of 2026 and completed economic analysis comparing the pricing with 5-year and 20-year low/base/high value cases (see attached slide presentation and graphs below). BED expects to derive most of its value from the battery PPA from transmission and capacity cost savings resulting from reductions in BED's demand at peak times. While the 5-year use case appears economic across most scenarios, the economics of the longer-term 20-year use case appear less certain, driven primarily by the BED modeling assumption derating the potential benefits of peak reductions as more storage is (presumably) deployed in the ISO-New England system over time.



Despite the longer-term modeled economics being less certain, BED believes there is a real possibility that future market changes could create new, as-yet unknown potential revenue streams/market opportunities over the 20-year use case for which BED would be better positioned by having a utility-scale storage asset. Other public power utilities in the region are procuring storage with these future value streams in mind.[1] The most likely driver for such new value streams is the ever-increasing need to balance load with renewable resources while maintaining system reliability. BED also has a history of seeking long-term, stably priced renewable contracts that have helped support affordable rates for our customers, and this project would fit well within that philosophy (and is consistent with Vermont's long-standing policies).[2] The primary risk for the battery economics would be a change in market rules affecting the batteries ability to reduce capacity and transmission costs, however, the likelihood of an overall reduction in battery storage values, over an extended period, is not considered likely.

After review, BED selected the lowest-price respondent, Kearsarge Energy,[3] after verifying their key draft contract terms were equivalent or superior to those of the other vendor from this RFP that was selected as a finalist. A term sheet based on Kearsarge's proposal is also included in these materials. The pricing and financial terms are confidential and not listed on the term sheet but was discussed with the Electric Commission in executive session on July 8, 2026, after which the Commission voted 5-0 to approve and recommend the PPA for battery storage with Kearsarge for City Council approval.

**Financials**

As discussed above, BED would not own the battery storage system; it would have access to the system under a PPA with Kearsarge. Therefore, no capital outlay for the battery is needed from BED to advance this project.[4] BED does not anticipate the project would be operating until FY28, following permitting processes and installation, so there are no anticipated changes to BED's FY27 budget as a result of this project. BED will incorporate assumptions for the battery storage project into its FY28 power supply budget.

**Site**

BED evaluated potential sites for battery storage and believes the ash pit at the McNeil Generating Station is the best location due to both relative ease of electrical interconnection as well as the McNeil site's existing and evolving use as an innovative energy campus, as BED has discussed with the Electric Commission, TEUC, and City Council. The idea of using McNeil for battery storage was included in City Council Resolution 7.6 of 2023 in the section covered by lines 112-114.

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[1] See, e.g. https://www.publicpower.org/periodical/article/mmwec-lightshift-energy-deploy-fleet-grid-scale-battery-energy-storage-systems and

[2] For example, BED had previously signed a 25 year agreement for solar from the 2.5MW South Forty solar project, and a 25 year agreement with the 10MW Georgia Mountain Community Wind project.

[3] Kearsarge Energy is a renewable energy developer based in Boston, MA. See: https://www.kearsargeenergy.com/

[4] BED may share some interconnection-related costs with the battery developer.

Below (highlighted in yellow) is the proposed site in the ash pit for the battery storage facility at McNeil:




The use of the McNeil site for battery storage has been previously contemplated in discussions with the other McNeil Joint Owners. BED anticipates further discussions with the Joint Owners on this project, either for the Joint Owners to participate in the storage PPA opportunity or alternatively for BED to seek a site license from the Joint Owners for the facility (similar to what was done for the UVM Hybrid Solar Test Center and located next to the waste wood yard at McNeil and the Village Hydroponics facility near the Farmhouse). In addition, the selected respondent will be responsible to submit and receive necessary permit approvals for the storage at this location.

**Conclusion and Motions**

BED staff will be present at the Board of Finance and City Council meetings on July 13, 2026 to answer any questions. Thank you.

Board of Finance:
To approve and recommend the City Council authorize the General Manager of the Burlington Electric Department to execute an initial 20-year power purchase agreement, with potential future renewals, with Kearsarge Energy for installation and operation of battery storage as described in the attached term sheet at the McNeil Generating Station subject to City Attorney review, and authorize the General Manager of Burlington Electric Department to execute any necessary site license agreements at McNeil Generating Station with the Joint Owners of McNeil subject to City Attorney review.

City Council:
To approve and authorize the General Manager of the Burlington Electric Department to execute an initial 20-year power purchase agreement, with potential future renewals, with Kearsarge Energy for installation and operation of battery storage as described in the attached term sheet at the McNeil Generating Station subject to City Attorney review, and authorize the General Manager of Burlington Electric Department to execute any necessary site license agreements at McNeil Generating Station with the Joint Owners of McNeil subject to City Attorney review.

NET ZERO ENERGY
BURLINGTON VERMONT



# Battery Storage Power Purchase Agreement

Burlington Electric Commission, July 8, 2026

Board of Finance and City Council, July 13, 2026

Darren Springer, General Manager

James L. Gibbons, Director of Policy and Planning

Burlington Electric Department

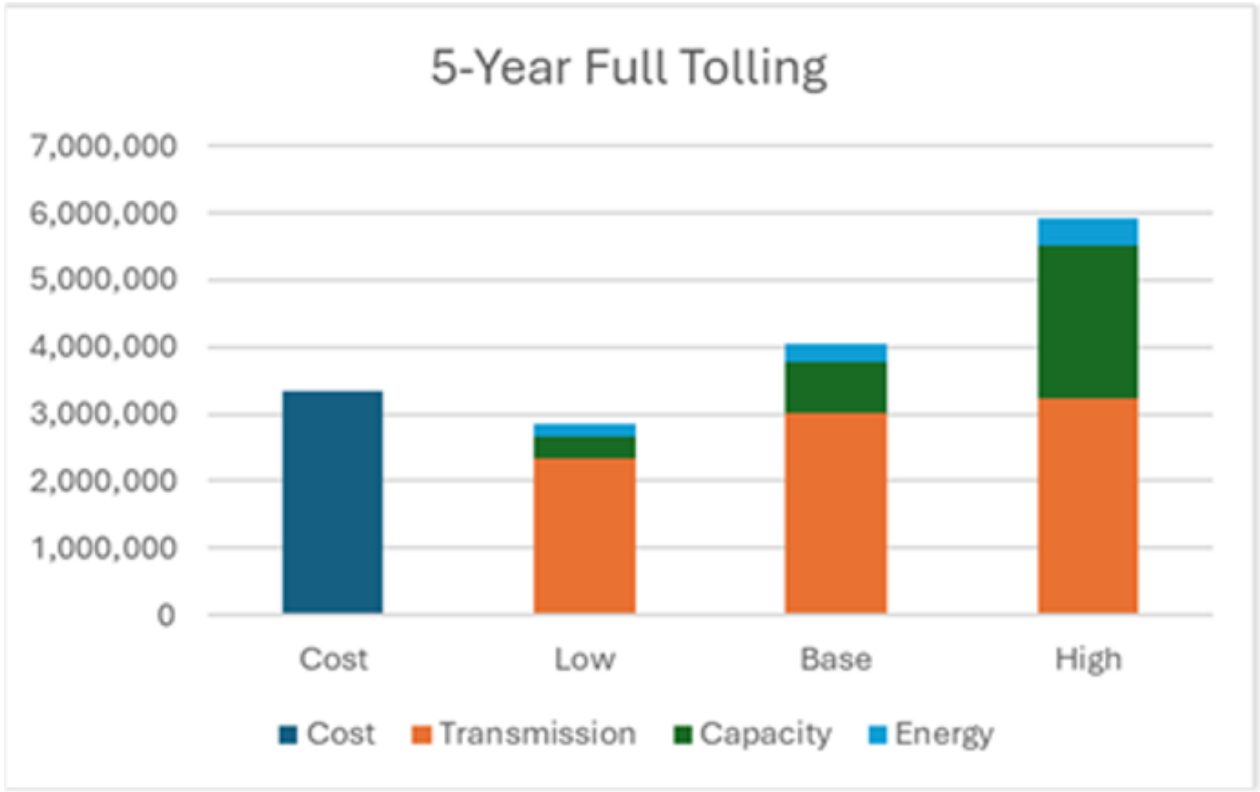
# Kearsarge Term Sheet Summary

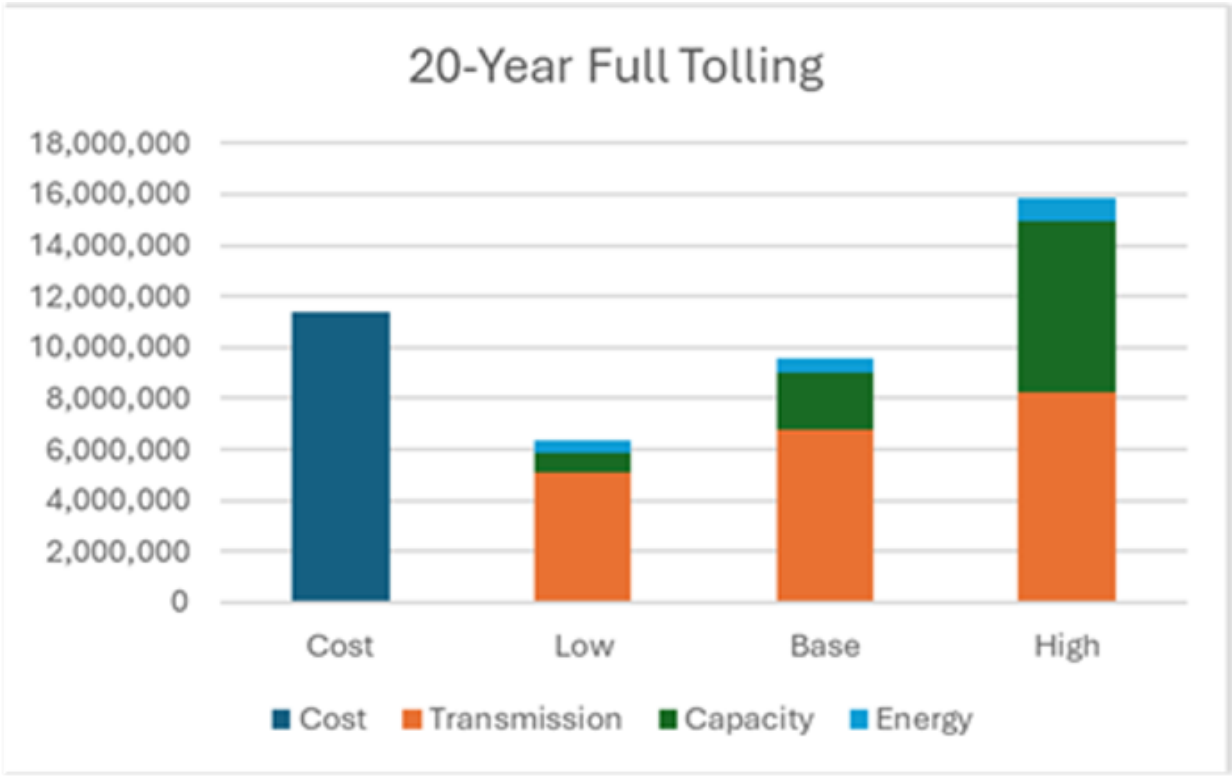
- BED Battery RFP issued in Dec. 2024 and amended in May 2025; 9 respondents
- BED selected Kearsarge as the lowest-price respondent after reviewing other contract terms
- 5 megawatt, 20 megawatt hours (i.e., can dispatch 5 megawatts for a 4-hour period)
- Provides full tolling (BED controls of timing of dispatch and BED receives all values from dispatch); 2 maximum daily round trips, 365 round trips annually
- BED would be able to reduce peak energy use during ISO-NE peak and monthly VELCO transmission peaks and could receive value from energy prices during charges and discharges
- Battery would be sited at McNeil subject to final discussions with Joint Owners
- 20-year agreement; can be extended for up to 15 years (3x5 extension options)
- Kearsarge responsible for permitting, development, ownership, maintenance, performance of system, and decommissioning at end of life

# Site for Battery at McNeil



# Economic Analysis of Kearsarge Proposal

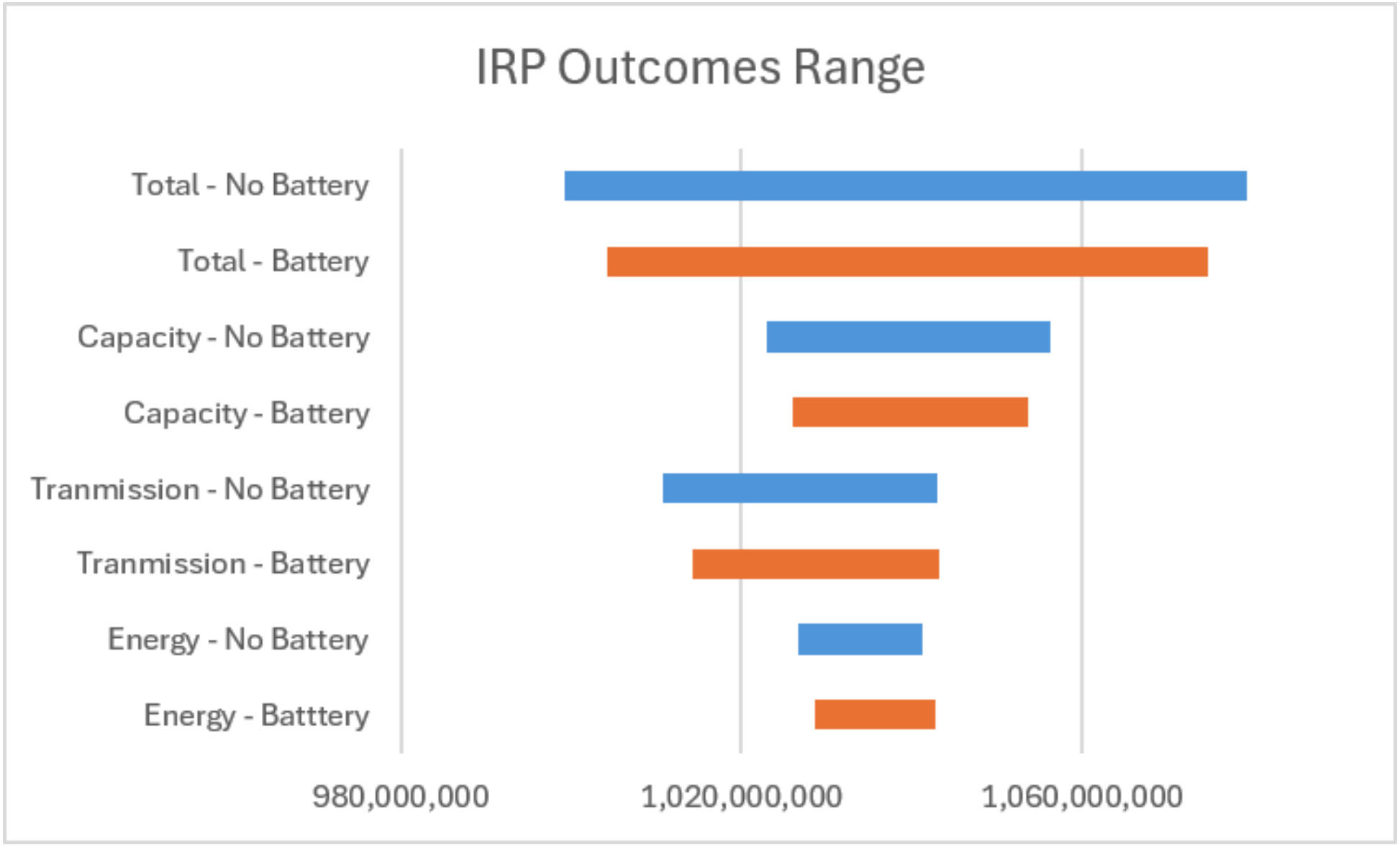


# Risks and Benefits

- Increasing difficulty of predicting peaks over time (assuming more batteries deployed in ISO-NE territory over time) -- recognized by modeling de-ration of potential benefits, resulting in less certain 20-year economic case
- Market values could shift or erode over time or market rules could change (full tolling helps address this risk)
- BED has full responsibility for timing dispatch correctly (but the alternative of 3rd-party dispatch would carry prediction risk)

- 5 MW of battery storage is by far most significant storage asset BED will have deployed in its service territory
- Provides asset that may be able to access future new revenue streams that emerge at regional level
- McNeil location furthers the energy innovation campus concept, building on UVM Solar Test Center and Village Hydroponics and consistent with City Council Resolution 7.6 (2023) and Velerity report
- Battery storage deployed should marginally reduce (all things equal) the region's need for fossil fuel peaker plants during peak events
- Performance of battery/defective discharge provision in contract


IRP Outcomes Range
Total - No Battery
Total - Battery
Capacity - No Battery
Capacity - Battery
Tranmission - No Battery
Tranmission - Battery
Energy - No Battery
Energy - Batttery
980,000,000
1,020,000,000
1,060,000,000

TO: City Councilors

FROM: Darren Springer, General Manager

DATE: 7/13/2026

RE: Completion of Work from Resolution 7.6 (2023)

---

Following some discussion at a recent TEUC meeting, I am providing this memo to outline the completion of BED's work product related to Resolution 7.6 (2023) (https://burlingtonvt.portal.civicclerk.com/event/10046/files/attachment/16662). BED looks forward to advancing projects related to some of the goals of the Resolution, including at the meeting on 7/13 a proposed approval to advance battery storage at the McNeil site.

**Lines 76-85 -** Starting with the work product outlined beginning Line 76, and ending Line 85, this discussed exploring wood chip drying at McNeil. BED issued an RFI on wood chip drying in December of 2023. Following that, BED then received analysis from Mid-South Engineering that found a wood chip dryer uneconomic for McNeil. The analysis was conducted in 2024/2025 and completed August 2025. It estimated an $8.5 million capital investment would yield only approximately $440,000 in annual payback due to the wood fuel at McNeil already being drier than most plants in the Northeast.

In addition, Velerity's third-party report presented to the TEUC on November 25th, 2025 (discussed further below and available at: https://burlingtonvt.portal.civicclerk.com/event/8601/files/attachment/11881) also found a wood chip dryer not be a high yielding investment at McNeil.

BED has not further pursued wood chip drying based on these analyses.

**Lines 86-92 –** This section requested BED budget for a third party forestry assessment. BED did so, and ran both the proposed RFP and later the selection of a vendor/scope of work through the Burlington Electric Commission, TEUC, and City Council providing multiple opportunities for public comment on the RFP and the selected vendor/scope of work. This included an August 2024 joint TEUC/Electric Commission meeting dedicated to discussion on this topic. K2Q Consulting from Maine was selected, and presented its final report to the TEUC at its meeting on Sept. 30, 2025. See: https://burlingtonvt.portal.civicclerk.com/event/8478/files/attachment/11081.

**Lines 100-119 –** This section tasked me, the GM of BED, with several items including:

- studying timeframes for transitioning away from traditional wood combustion including opportunities to repower McNeil and present to the City Council no later than Nov. 2024;
- generating a plan to reduce stack emissions to the greatest extent practicable by 25% in 5 years

and 50% in ten years in concert with the Joint Owners of McNeil and while continuing to reliably operate the plant for the benefit of ratepayers;
- identifying opportunities to use the McNeil site for energy storage, building on the successful partnership with UVM that resulted in siting a solar test center at McNeil; and
- participating in TEUC meetings, taking public feedback, and monitoring progress/provide updates on our work in this space.

Regarding the study and report to Council by Nov. 2024, I provided a memo that included analysis from Prosumer Grid, a seed-stage energy company BED engaged with through the Vermont Sustainable Jobs Fund DeltaClime business accelerator program. My memo and the Prosumer Grid analysis were sent via email to the entire Council on Oct. 15th, 2024, at 1:28pm. The memo was posted by WCAX as part of a news story, see: https://webpubcontent.gray.tv/wcax/docs/McNeil%20Memo%2010.15.24%20.pdf

Regarding the plan to reduce stack emissions, the Velerity report found that McNeil was close to the 25% reduction already through some reduction in operations in recent years, and provided several options for achieving longer term stack emissions reductions. This is discussed in more detail below.

Regarding identifying opportunities for battery storage at McNeil, BED issued an RFP on battery storage in 2025, and as a result of that process is bringing a proposal for 5 megawatts/20 megawatt hours of battery storage for the McNeil site for approval at the 7/13/2026 Board of Finance and City Council meetings. This directly addresses the item in the Resolution, and would provide BED with a significant battery storage resource in Burlington to utilize to reduce peak energy use and for other beneficial purposes. This project is subject subsequent discussion with the McNeil Joint Owners and permitting processes.

Regarding participating in TEUC meetings and receiving public feedback, I have done so multiple times on items related to this Resolution, including:

- May 2024 to present on budget items related to this Resolution;
- August 2024 at a joint TEUC/Electric Commission meeting on the RFPs for the two third party studies on forestry and emissions reduction;
- March 2025 to present the vendor selection/scope of work for the two RFPs related to this Resolution;
- June 2025 I joined the consultants for the two studies for a public input session hosted by TEUC;
- August 2025 for an update on the forestry study;
- September 2025 for the final report of the forestry study and an interim report from Velerity;
- November 2025 for the final report from Velerity; and
- June 2026 to provide an update on our work related to this Resolution.

**Lines 120-156** – this references the third party report commissioned which was ultimately completed by Velerity (link provided above), and which studied a variety of questions and made recommendations on prioritizing further analysis of carbon capture and storage and wood pyrolysis as high ranking items that could help meet the emissions reduction goals outlined in Lines 100-119. BED issued an RFI to explore these concepts subsequent to the study, and as discussed at the June 2026 TEUC meeting is reviewing opportunities in this space while prioritizing the battery storage project in the near term.

**Lines 157-165 –** This references TEUC and/or BED holding meetings, monitoring progress, and reporting back to the full Council with the first report no later than 1 year from the passage of the Resolution. As noted I provided a GM report to the full Council within that time frame, and TEUC has held and BED participated in 8 meetings that included items from this Resolution on the deliberative agenda.

**Conclusion**

BED is proud to have worked through completion of the items outlined in the Resolution. While there remains more to do to achieve the goals outlined around efficiency and environmental improvement (such as reducing stack emissions), BED is turning from the analytical phase outlined above to a more project focused plan to seek to achieve those outcomes. BED is bringing the tangible battery storage project forward for approval on 7/13/2026, and hopes as shared with TEUC at its June 2026 meeting to bring additional projects forward for review and approval to make further progress towards shared goals. BED will continue to provide updates when it has them to the Electric Commission, TEUC and Council as it seeks to advance projects. Thank you.

TERM SHEET FOR BATTERY STORAGE SYSTEM

Between

Kearsarge ("Seller") and Burlington Electric Department ("Buyer")

July 7, 2026

Description of Project: Nominal 5MW, 20MWh Lithium-Ion based battery storage system with integrated control system.

Expected Battery Capability: Consistent with Seller's RFP proposal response, Expected Battery Capability and expected degradation to be confirmed at system commissioning based on final system configuration and field capacity test results.

Annual Tolling Fee: $CONFIDENTIAL per year, escalating at CONFIDENTIAL% per year for year 2+.

Term: 20 Years with 3 x 5 year contract extensions by mutual agreement.

Ownership/Insurance: Ownership of the battery system, and responsibility to insurance same shall remain with Seller.

Location: On the property owned by the McNeil Joint Owners at 110 Intervale Road, Burlington VT (specific location to be determined) subject to a Site Lease between Seller and the McNeil Joint Owners for $ CONFIDENTIAL per year annual lease fee.

Control: Discharge of the battery shall be under the full control of Buyer.

Construction etc. Seller shall design, engineer, permit, construct, own, operate, and maintain the Facility, which shall be located on the Site and subject to the Site Lease at Sellers sole cost and expense subject to the Interconnection Allowance.

Interconnection Allowance: All interconnection costs up to a total of $CONFIDENTIAL shall be for Seller's account. In the event that the interconnection costs are less than $CONFIDENTIAL Seller shall reduce the annual fee appropriately. All interconnection costs above $CONFIDENTIAL shall be for Buyer's account.

Entitlement to Output / Charging: Buyer shall be entitled to the economic value of battery discharge and charge cycles. Buyer shall provide the energy for charging and for station service at no cost to Seller.

Metering and Communications: Buyer shall be responsible for the installation of needed metering and communication equipment at its sole expense.

Defective Discharge Events:Seller guarantees the Facility will follow any charging, storing, or discharging instruction Buyer submits through the operations interface that does not violate the operating parameters shown below, does not violate applicable law or ruling of governmental authority, or the terms of the interconnection agreement. Failure to follow valid instructions, except during a curtailment or interruption of the interconnection or transmission system, or by the ISO-NE, the transmission provider, or any governmental authority, or Force Majeure Event shall be a "Defective Discharge Event". For a Defective Discharge Event that reduces discharge during a Transmission or Capacity Coincident Peak Hour, the Annual Tolling Fee is reduced by CONFIDENTIAL% of the forgone Transmission Charge Savings or Capacity Charge Savings, respectively. These fee reductions are Buyer's sole and exclusive remedy for Defective Discharge Events, and the fee cannot be reduced below $0.

Operating Parameters:

| | Kearsarge | Notes |
|---|---|---|
| ***Item*** | ***Response*** | ***Notes*** |
| *Discharge Power (kW)* | *4,999* | Pending final system design |
| *Charge Power (kW)* | *4,999* | Pending final system design |
| *Max Round Trips per Day* | *2* | Based on the warranty terms for our current systems. |
| *Max Round Trips per Year* | *365* | Based on the warranty terms for our current systems. |
| *Maximum Round Trips in 20 Years* | *7300* | 365 x 20 |
| *Maximum Depth of Discharge (%)* | *95%* | |
| *State of Charge Upper Limit (%)* | *98.50%* | |
| *State of Charge Lower Limit (%)* | *2.50%* | |
| *Ambient Temperature Max (C)* | 55°C | |

| | | |
|---|---|---|
| *Ambient Temperature Min (C)* | -30°C | |
| *Maximum C-rate* | *0.25C* | Based on a 4.99MW / 20MWh system |
| *Average State of Charge* | *40-60%* | Recommended resting SOC is 40-60% |

Other Technical Specifications:

| | |
|---|---|
| DC Block Type | Gotion 5 MWh Container or equivalent |
| Inverters | EPC Power or equivalent |
| Energy Management System | Indie EMS or equivalent |

Decommissioning:

At the end of the Term, unless Buyer assumes ownership, Seller will remove all equipment, and return the site to its pre-installation condition.

**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: BED Submitter: Darren Springer

Title/Subject: Battery Storage

| Approval Requested: | | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | Click or tap to enter a date. |
| ☐ | City Council | Click or tap to enter a date. |
| ☒ | Both BOF and Council | 7/13/2026 |

**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 | 7/6/2026 | Darren Springer |
| Mayor's Office | Yes | 7/8/2026 | Lisa Gerlach |
| Board/Commission | Yes | 7/8/2026 | Vote unanimous for approval |
| City Attorney's Office for memo and contracts or legal documents | Yes | 7/8/2026 | Jessica Brown |
| City Attorney's Office for memo and motion(s) or resolution(s) | Yes | 7/8/2026 | Jessica Brown |
| CAO for budget, financing, and memo | Yes | 7/7/2026 | Katherine Schad |
| Human Resources, if personnel action or policy | N/A | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if IT-related | N/A | Click or tap to enter a date. | Click or tap here to enter text. |

**Resolution Relating to**

RATIFICATION OF TENTATIVE AGREEMENT AND AUTHORIZATION TO EXECUTE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BURLINGTON AND AFSCME (July 1, 2026 – June 30, 2028)

**RESOLUTION_____**
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

# CITY OF BURLINGTON

In the year Two Thousand Twenty-Six ……

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

That WHEREAS, the City and the American Federation of State, County and Municipal Employees (AFSCME), have been negotiating the terms and conditions of a successor agreement to the Collective Bargaining Agreement that will expire on June 30, 2026; and

WHEREAS, the negotiating teams of the parties have reached a Tentative Agreement for a new two year agreement, effective retroactively to July 1, 2026; and

WHEREAS, the AFSCME members have ratified this Tentative Agreement on June 24, 2026;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies and authorizes Mayor Emma Mulvaney-Stanak to execute a Collective Bargaining Agreement between the City and the AFSCME for a two year period from July 1, 2026 to June 30, 2028, in substantially the form attached hereto, subject to the final review and approval of the City Attorney and Chief Administrative Officer

KS/Resolutions 2026/*Ratification of Tentative Agreement and Authorization to Execute Collective Bargaining Agreement Between the City of Burlington and AFSCME (July 1, 2026 – June 30, 2028)*
07/08/26

HUMAN RESOURCES DEPARTMENT
CITY OF BURLINGTON
200 Church Street, Suite 102, Burlington, VT 05401
Phone: (802) 865-7145
Fax (802) 864-1777
Vermont Relay: 7-1-1 or 800-253-0191

To: Board of Finance
City Council

From: Lynn Reagan, Director of Human Resources
Jessica Brown, City Attorney

Date: June 30, 2026

Re: Ratification of tentative agreement

The City has concluded negotiations with Local 1343 of the American Federation of State, County and Municipal Employees (AFSCME) regarding the collective bargaining agreement covering the period from July 1, 2026, through June 30, 2028.

A tentative agreement was reached between the parties and subsequently ratified by the membership of Local 1343 on June 24, 2026.

A summary of the negotiated changes is outlined in the attached Memorandum of Agreement. Key provisions include adjustments to wages, healthcare benefits, retirement and other significant contractual items.

Thank you,

Lynn Reagan
Director of Human Resources

**Board of Finance and City Council Submission Checklist**

Department: Human Resources Submitter: Lynn Reagan, Director of HR

Title/Subject: Ratification of AFSCME CBA

| | Approval: | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | 7/13/2026 |
| ☐ | City Council | 7/13/2026 |
| ☒ | Concurrent | 7/13/2026 |

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

**Signoffs Received**

| Signoff Needed | Received | Date Received | Note |
|---|---|---|---|
| Department Head | Yes | 6/30/2026 | Lynn Reagan |
| Mayor's Office informed and approved memo | Yes | Click or tap to enter a date. | Lisa Gerlach |
| Board/Commission, if required | N/A | | |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note | N/A | N/A | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes | 07/02/2026 | Hayley McClenahan |
| CAO has reviewed budget, financing, and memo | Yes | 7/8/2026 | Katherine Schad |
| Human Resources, if personnel action<br>-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 | 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? | No | Click or tap here to enter text. |
| Additional Materials, if necessary | Choose an item. | Click or tap here to enter text. |
| Draft Resolution or Motion? | Yes | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Yes | Sarah Carpenter |

Lines 3 through 429 are tentative agreements that are signed by both parties

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all eligible employees of Parks, Recreation and Waterfront, Public Works, Library and Airport, as well as the City Clerk/Treasurer's Office, the Assessor, the Community Economic Development Office, , all "civilian" employees of the Police Department and any other City department, office, or body which are not already organized into an existing bargaining unit. The term "employee" as used in this Agreement shall refer to these aforementioned employees (see Appendix A for a list of covered positions). Notwithstanding the above, the Union does not represent and this Agreement does not apply to employees who work less than twenty (20) hours per week, employees who work less than one hundred (100) days per year, or limited service employees hired for a specific time period or to complete a specific job. Parking ~~Ambassadors who work more than twenty (20) hours a week shall also be covered by this Agreement.~~

Anti-Discrimination and Union Security & Rights

2.2 Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful union membership or non-membership activity or status. The Human Resources Office shall provide to the local Union Treasurer, within five (5) days of completion of the probation period, the name, date of hire, job title and department of a new employee in a bargaining unit position. On a regular monthly basis, the employer will provide to the Union the names, positions, rates of pay, work email, personal email, home phone number, cell phone number, mailing address, and Union status. The City shall collect dues on a weekly basis in the amount certified by the Union from employees who have provided written authorization for this deduction to the City. The Parties agree that the Union solely controls the process for determining periods of time that bargaining unit members can opt-out of paying membership dues. The Union agrees to indemnify the City and any department thereof and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

2.4 Upon the request of the Union or the City, up to three times a year, a Labor Management Committee shall be convened for the City overall, and, up to once a year, for a specific department within

the City. A meeting shall occur within thirty days of receiving the request. Additional meetings during the fiscal year may occur upon mutual agreement of the parties. A Citywide Labor Management Committee shall be composed of persons who qualify for service on the Union bargaining team and those persons from Management as the City may appoint. Departmental Labor Management Committees will be composed of up to 4 persons from the Union, all employees in the Department, and up to 4 persons from Management. A Labor Management Committee shall meet regularly, but not more than once per month unless mutually agreed upon and shall discuss issues of interest to Labor or Management. The Local Union Leadership and the Mayor shall conduct regular check in meetings on an as needed basis, but no less than twice per calendar year to keep the Union and Management informed and in communication regarding emerging issues or concerns.

2.5 Upon receipt from the Union of an employee's written authorization form permitting the deduction of a fixed amount of wages for a Political Action Committee (PAC), or as may be lawfully enacted by the Union, designated by AFSCME, or a purpose as may be lawfully determined by the Union and defined in the employee's written authorization form, the City shall deduct the specified amount from that employee's wages. To end a PAC deduction, the employee must provide written notice of the termination to both City payroll and the Union. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the city in reliance on the signed authorization form furnished to the City by the Union or for the purpose of complying with any of the provisions of this section.

2.6 Library Bill of Rights

The Employer shall abide by the American Library Association Bill of Rights and guidelines as written at the time of this agreement (please see below).

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

No Strike No Lock Out

4.1 The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this agreement, neither the employer nor its agents, for any reason, shall authorize, institute, aid, or promote any lockout of employees covered by this agreement. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer, except as follows: . ~~During the terms of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.~~ A. A strike related to general democracy as articulated in Article ( ); and b. In circumstances where the Vermont Labor Relations Board (VLRB) has determined that the City has committed an Unfair Labor Practice and the City fails to implement corrective

action ordered by the VLRB. Notwithstanding, a strike shall not be authorized pursuant this section until a thirty (30) day appeal period has elapsed and while any request for an injunction of such order is pending in a court of competent jurisdiction.

4.5 Except in limited circumstances, bargaining unit members will not be made to cross an official union picket line of striking. ~~City of Burlington employees.~~ These limited circumstances are emergencies and situations in which essential services, necessary to public health and safety and as reasonably defined by the Mayor, can only be provided by crossing a picket line.

7.2 The City shall digitally post notice of regular bargaining unit vacancies ~~on all appropriate bulletin boards~~ for a minimum of seven (7) working days prior to proceeding with hiring process. Such notice shall state the department, position, classification, rate of pay and qualifications for the job. ~~Each posting department shall keep on file for a period of at least sixty (60) days a copy of each posted notice with a notation stating the date of initial posting.~~

7.3 Whenever a bargaining unit position becomes vacant, the City agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within thirty (30) working days from the date the vacancy commenced~~. If any bargaining unit member bids for a posted position, the employee shall complete and file at the Human Resources office a union job bid form and job application.~~ All employees are required to formally apply to open positions through the City's on-line portal. Human Resources will notify the hiring manager when a qualified AFSCME member has applied. The City shall consider the applicants and award the position within ~~fifteen~~ twenty (20~~15~~) ~~working~~ calendar days following the close of the posting period. For a job which is posted, between applicants presenting relatively equal job qualifications, priority shall be given in the following order: by seniority within the specific job function within the department, by seniority among other bargaining unit employees in the department, other bargaining unit employees, other City employees, employees from outside the City workforce. Qualifications shall include, but not be limited to: prior training, prior relevant work experience, prior work performance and educational background.

9.7 Emergency Communications Specialists II who are assigned by the Department supervisor to do field training of dispatchers and do actually perform such training shall receive $1.2510 (one dollar and ten twenty-five cents) per hour in addition to their base pay for all such hours.

10.5 On-Call, Call-Ins

d. On-Call Pay. Effective on July 1, 2026, all employees who are on call shall receive $5040.00 on call pay for each day or portion thereof during which the employee is placed on call. This on-call pay will increase by $2.00 to $42.00/day on July 1, 2027. , an additional $3.00 to $45.00/day on July 1, 2024, and $3.00 to $48.00/day on July 1, 2025. For purposes of this section a day shall be the twenty-four (24) hour period commencing with the end of the employee's last scheduled shift, and any successive twenty-four (24) hour period until the commencement of the employee's next scheduled shift. Employees shall receive an additional $50 40 as of July 1, 2026) ("holiday on-call" payment) over and above the regular on-call pay, for a total of $8100.00 as of July 1, 2026, $104 84 as of July 1, 2027, $90 as of July 1, 2024, and $96 as of July 1, 2025) if the employee is placed on call during any part of a holiday (actual or observed) except that only one such holiday on-call payment shall be made to an employee who is on call during both the actual and observed holiday in any one instance.

Wastewater Monitoring Pay Provision

Add 10.5 (e.1)?

On-call Monitoring Pay: In addition to the pay in 10.5 (d), "On-call Pay", an employee who is on-call for response at the Wastewater Treatment Plants and is performing monitoring in accordance with the "Wastewater Monitoring On-Call Standard Operating Procedure" during the wet weather monitoring season (April 1 – October 31) or when otherwise assigned to monitoring on-call by management, shall receive a minimum payment of one (1) hour compensation at time and one-half the employees regular rate for any on-call period in which the prevailing weather conditions require at least one monitoring check of the radar and/or remote SCADA check. It is expected that employees will check the weather prior to the end of their regular shift to determine the need for such monitoring and will inform their supervisor if, in the employee's best professional judgment, there is a need for monitoring for the remainder of the on-call shift. The employee shall also use their best professional judgement as to whether this determination may change over the course of the on-call shift and may implement monitoring as needed and will notify their supervisor. This minimum payment shall then

cover the equivalent of up to four (4) weather/SCADA monitoring checks over the course of the on-call shift. Notwithstanding, if an employee is required to perform more than one (1) hour of actual work to competently perform such checks, employees will be paid for all time worked according to their regular compensation. For every monitoring check beyond four (4) as necessitated by weather or treatment plant conditions, the employees will receive a payment of 0.25 hours of compensation at time and one-half.

f. Winter Rules for Maintenance Division of the Airport, ~~and~~ for Streets Maintenance, Equipment Maintenance, Traffic, and the Water Resources ~~Divisions~~ of the Public Works Department and for the Parks Division of the Parks, Recreation and Waterfront department: From November 1 to April 15, employees of the Maintenance Division of the Airport, ~~and the~~ Streets Maintenance, Equipment Maintenance, Traffic, and Water Resources ~~Divisions~~ of the Public Works Department, and the Parks Division of the Parks, Recreation and Waterfront may be required to make themselves available on a rotational basis to be called into work to perform their respective winter duties as conditions require.

Notwithstanding the above described rotation, i~~I~~t is understood and agreed that current practices regarding employees from the divisions and work groups listed above who have snow plowing duties as a requirement in their job description ~~in certain positions (other than in the Streets Division)~~ mak~~e~~ing themselves available to plow snow shall continue. ~~In addition, employees of the Public Works Department who are hired by the City on or after July 1, 1991 into the positions listed below shall make themselves available to be called into work as street conditions require. These positions include the following: welder, mechanic, inventory control specialist, and street maintenance workers.~~ Available volunteers shall be used before employees in the rotation ~~these positions~~ are called in. In addition to the employees required to make themselves available as provided for herein, the City may require a maximum of nine~~six~~ (9~~6~~) employees in total from the Water Resources Division, Traffic, and Equipment Maintenance to ~~of the Public Works Department to~~ be available for snow plowing responsibilities. Three (3) of these nine (9) employees shall be required to make themselves available during their normal schedule working hours to assist Streets Maintenance with snow plowing operations. These three (3) can be made up from a combination of any DPW division and DPW workgroups previously listed. The City shall first solicit qualified volunteers for this purpose, but in the event it does not achieve the necessary coverage, it may achieve the required nine (9)~~6~~ employees by mandating coverage. The least senior qualified employees shall be called first until the required coverage is achieved. Those employees who participate in snow plowing shall be subject to being placed on call in accordance with the provisions of this section. Employees already on call for their respective work groups may choose to plow snow with the

understanding that if they are called and needed to respond to a work issue involving their work group, they are able to stop plowing to respond to the issue, and then resume plowing duties once the situation is resolved.

Holidays

11.1 The following days and no others shall be recognized as holidays:

New Year's Day - January 1
Martin Luther King, Jr.'s Birthday - Third Monday in January
President's Day - Third Monday in February
Town Meeting Day - First Tuesday of March
Memorial Day - Last Monday in May
Juneteenth- June 19
Independence Day - July 4
Bennington Battle Day - August 16
Labor Day - First Monday in September
Indigenous People's Day / Columbus Day - Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

Holidays

11.7 In addition to the above-listed holidays, the Mayor may designate additional time off. Employees required to work such days shall receive time and one-half (1 1/2) their regular rate for each such hour worked. This article does not apply to City wide delayed openings or early closures due to inclement weather or operational emergencies.

12.5 A vacation is for relaxation, and to get away from the daily routine. For this reason, employees are encouraged to take their accumulated vacation. ~~An employee may accumulate no more than fifty (50%) percent of their annual vacation leave, except that an employee with less than two (2) years of employment~~

~~shall be allowed to accumulate their full annual vacation leave. No employee shall accumulate more than three hundred sixty (360) hours of vacation leave, except as described below.~~

From an employee's date of hire to the end of that fiscal year, an employee may use or carry over any accrued vacation time. For every fiscal year thereafter, an employee must use at least fifty percent (50%) of their yearly earned vacation benefit according to the above schedule. An employee may carry over, at the end of the fiscal year, a maximum of 50% of their yearly vacation benefits, up to the maximum of 360 hours. Vacation leave in excess of the authorized carry over shall be forfeited and no financial compensation may be paid at the end of the fiscal year (June 30) or upon separation, unless an extension has been granted in writing by the Department Head with the approval of the City Council, after consideration of the recommendation by the Human Resources Committee.

13.5 When an employee resigns in good standing or is laid off from active service with the City, the employee shall receive an amount equal to their salary at the time of their resignation for one-fourth (1/4) the number of days of accumulated unused vested sick leave up to the maximum; however, the maximum payment shall not exceed payment for three (3) weeks.

Bereavement

13.11. The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days. ~~immediately following the death.~~ If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

13.12 Upon the death of an employee's spouse or child, or domestic partner, the employee may request and the Department Head shall grant bereavement leave of up to ten (10) working days ~~immediately following such death without loss of pay.~~ consecutively or non-consecutively within twelve (12) months of the death without loss of pay. Domestic partnership shall be recognized for purposes of this Section when it is determined by the Department Head that the criteria established by the City for recognizing domestic partnerships to establish eligibility for employee benefits have been met.

13.13 Upon the death of an employee's parent, stepmother, stepfather, foster mother, foster father or unmarried live-in partner (mate), the employee may request up to and the Department Head shall grant bereavement leave up to five (5) working days ~~immediately following such death without loss of pay~~. consecutively or non-consecutively within twelve (12) months of the death without loss of pay.

13.14 The Department Head shall grant, upon the request of an employee, up to three (3) working days bereavement leave without loss of pay upon the death in the employee's immediate family of the employee's father-in-law, mother-in-law, grandmother, grandfather, grandchildren, sister, brother, brothers-in-law, sisters-in-law or other relative who was residing in the employee's household. This leave may be taken consecutively or non-consecutively within twelve (12) months of the death.

**Leave without Pay**

13.22 Upon affirmative recommendation of the Department Head and approval of the Human Resources Director, an employee may be granted leave without pay for a specified period of time. In accordance with the usage policies, all relevant accrued time must be exhausted prior to unpaid leave time being granted. Leave without pay in excess of thirty (30) days shall require the approval of the City Council Human Resources Policy Committee. At the expiration of a leave without pay, the employee shall return to the same position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation and sick leave shall not accrue.

However, in the event of leave without pay necessitated by sickness or disability, and employee may continue to receive health insurance benefits for a period not to exceed two (2) years.

14.10 The City shall provide a group dental plan, which is included in the health benefit. See Appendix B. New employees become eligible on the first day of the month following their hire date. ~~a minimum of thirty (30) days of continuous employment.~~

14.5 An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof an annual payment in the amount of $1,000. ~~Payment may be in cash, or deposited in the employee's flexible spending account~~. An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage and must not be receiving health insurance coverage through the City of Burlington. Unless, you are a current employee that is currently a dependent on the City health plan and receiving an opt-out as of the signing of this contract (July 1, 2026 to June 20, 2028) shall be eligible to continue to receive the payment. ~~This election must be made by the employee annually on a form to be provided by the City. The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option.~~ If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless their spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash out option may cancel their election if the alternative coverage from the other source should become unavailable to that employee at any time. The payment called for under this option shall be payable by the City to the employee in ~~monthly~~ weekly installments.

14.20 Retirement Benefit.

a. Contribution – Employees shall contribute to the Burlington Employees' Retirement System (BERS) a percentage of their annual salary. The total contribution required from both the City and employees will be based on the annual system valuation prepared by the City's actuaries.

Effective July 1, 2022, employees shall continue to contribute a percentage so that all employees are contributing 30% (and the City is contributing 70%) of the total contribution required.

Notwithstanding the above, an individual Class B employee's contribution shall not exceed 5.5% ~~7.00%~~ of their eligible wages in FY 27 and 7.0% FY 28. ~~FY23, FY24, FY25, and FY26~~.

b. Vesting - Effective Jan. 1, 2016, an employee will be fully vested in the Burlington Employee Retirement System after having completed five years of service with the City; there will be no more partial vesting. Any employee or former employee who was partially vested prior to Jan. 1, 2016, shall remain partially vested until the employee has completed five years of service and then becomes fully vested.

c. Withdrawal of Contributions - Any employee who leaves employment and withdraws contributions before vesting shall receive interest paid at a minimum rate of 2% per year, or such higher rate as may be set by BERS.

d. Benefits – Employees covered as of the date of this Agreement retain the current retirement system benefits in total with the following exceptions: 1) For years of service delivered after July 1, 2006, the ½ COLA option is changed to 1.8 multiplied by years of service; 2) For years of service delivered after July 1, 2006, the No COLA option is changed to 2.0 multiplied by years of service; 3) the COLA will equal the CPI-U Northeast with a maximum cap of 2.75%.

Employees hired on or after January 1, 2006 will have retirement system benefits based on the following: 1). For employees retiring at age sixty-five (65) or thereafter, one and four-tenths (1.4) percent of the employee's average final compensation multiplied by the employee's years of creditable service at age sixty-five (65) not in excess of twenty-five (25) years, plus five-tenths (0.5) percent of such average final compensation multiplied by the number of years of the employee's creditable service at age sixty-five (65) in excess of twenty-five (25) years; 2) the early retirement penalty factors identified in Appendix F shall apply; 3) Retirement COLA shall be determined as specified in the next paragraph; and 4) there shall be no half COLA or no COLA options available for these employees.

For employees who retire on or after July 1, 2018, the retirement COLA will be determined annually by the BERS Board equal to the CPI-U Northeast Region, with a maximum COLA of 2.75%, except if the funding level of the BERS falls below 70% or its assets fail to meet the anticipated rate of return. If either of these circumstances occurs, the BERS Board can reduce or vote for no COLA for the upcoming

year. On a yearly basis no COLA will be provided to employees who retire after July 1, 2018, until they reach age 65, unless the BERS is at least 81% funded.

For all employees retiring as of July 1, 2026 and thereafter, in lieu of reaching a normal retirement age of 65, where the sum of an employee's qualifying years of service and their age in years, both in whole numbers, is equal to or greater than 85 points, so-called, such employee may retire and receive a full normal benefit as if they had attained age 65 as described in sub-section d (Benefits). hereof. For clarity, the actuarial reduction for early retirement schedule as described in sub-section f. (Actuarial Reduction for Early Retirement) hereof shall not apply in the case of an employee who meets or exceeds 85 points. If an employee does not attain 85 points and retires prior to age 65, their benefit shall be reduced according to such schedule.

e. Average Final Compensation - All employees hired after June 7, 2011 (the date of execution of Agreement), will have their Average Final Compensation (AFC) determined on the basis of their five (5) highest earning years. For employees hired before June 7, 2011 (the date of execution of Agreement), the standard will remain the three (3) highest years except that if an employee has received a pay raise equaling 10% or higher in any year of the employee's last five (5) years of employment, the AFC for such an employee shall be based upon the five (5) highest years of compensation.

f. Actuarial Reduction for Early Retirement - The calculation of the Actuarial Reduction for Early Retirement shall be as follows:

i) Regardless of hire date, there will be no change in the early retirement calculations for employees aged 60-65. If such qualifying employee was hired before January 2006, that employee will receive a 2% per year reduction for each year under the age of 65. If such qualifying employee was hired after January 2006, that employee will receive the full actuarial reduction as per Appendix G;

ii) If retirement benefits are commenced within 6 months from the execution date of this Agreement (June 7, 2011) and not later, by an employee hired before January 2006 who is between the age of 55 through 59, such qualifying employee will receive a 2% per year reduction for each year under the age of 65, consistent with current early retirement calculations for such qualifying employees. Effective December 7, 2011 (6 months after the date of execution of this Agreement), if retirement

benefits are commenced at age 55 through 59, all such employees, regardless of hire date, will receive the full actuarial reduction as per Appendix G except as provided below in subsection iii.

iii) If prior to December 7, 2011 (6 months after the execution date of this Agreement), an employee hired before January 2006 has a total of qualifying years of service and age equal to or greater than 82, then effective as of December 7, 2011, such a qualifying employee may commence receipt of retirement benefits at age 55 through 59 and receive a 4% per year reduction for each year under the age of 65 rather than the full actuarial reduction.

| Age | Percent of Penalty |
|---|---|
| 55. | 40% |
| 56. | 36% |
| 57. | 32% |
| 58. | 28% |
| 59. | 24% |

Uniforms and Tools

17.1 All employees who are required to wear a work uniform or protective garment or footwear shall wear the work uniform or protective garment or footwear as determined by the appropriate Department Head while on the job and regularly clean such uniforms at each employee's expense.

17.2 All non-probationary eligible employees shall be credited with a uniform/clothing account in the amount of $425.00 or $500 for each fiscal year of this Agreement, which, for any amount not actually spent on a necessary work uniform or protective garment, shall be prorated for the fiscal year in which an employee is hired or leaves employment. Reference Appendix A for eligible employees and their eligible amounts. Employees who are required to wear a uniform or protective garment shall receive an additional ~~$75.00~~ $100.00 each fiscal year. In addition, employees for whom safety footwear is necessary (except those for whom the Department already provides footwear of equal or greater quality directly) shall receive an additional ~~$300~~ $350 per fiscal year. Employees shall purchase, on an as-needed basis, uniforms, winter jacket, safety footwear or other work-related apparel approved by the Department Head or their designee.

Employees may designate on their pay report the week during July or August in which they wish to receive in their paycheck the portion of the clothing allowance which will not be used to purchase through the City uniforms, winter jackets, safety footwear or other related apparel. If the employee does not timely make a request for payment as described herein, the City will automatically issue the clothing allowance payment not allocated for uniforms, winter jackets, safety footwear or other related apparel, in the standard paycheck for the last week of August.

Any such sum issued to employees shall be taxed by the City as if it is regular income to the employee.

Where the full amount of an employee's clothing allowance is not applied to the purchase of City uniforms or necessary protective wear, etc., the employee shall ensure that the clothing allowance is used to purchase sufficient uniforms, etc., to be properly clothed at work.

A Department may agree with its employees to provide for uniforms, cleaning allowances, non-uniform clothing purchases or other arrangements different from those set forth herein. Any such arrangement shall be agreed to by and between the Department and the Department Union Steward, and shall be approved by the City and the Union President.

17.2(a) Parking Attendants– Notwithstanding the above, Parking Attendants will receive this benefit on a prorated basis based on the number of hours worked as more fully described in Article XX. Parking Attendants will be required to wear shirts designated by the Department of Public Works and the cost of these shirts will be subtracted from the clothing allowance. Parking Attendants are required to wear closed toe shoes while working.

17.3 An employee whose safety footwear is destroyed through no fault of the employee while the employee is engaged in City work may receive another pair of safety footwear. Employees required by the City to wear safety glasses shall be ~~provided one (1) pair of basic frames and lens from a vendor to be selected by~~

~~the City.~~ Reimbursed up to $200 for prescription safety glasses (when prescribed by a medical professional and receipt provided) or $35 for the purchase of non-prescription safety glasses. All safety glasses are required to meet the ANSI Z87.1 safety standards for eye protection.

Employee Parking and Commuter Benefit

18.1 ~~The City shall provide to employees working in City Hall and the Ethan Allen Firehouse a Commute Smart Card providing twenty (20) days per month of no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and five (5) days of bus transportation per month. This Smart Card shall be transferable among eligible employees. Employees shall also be eligible for a guaranteed ride home in emergency situations, as determined by the employee's supervisor.~~ The City shall provide all regular and limited service, full-time and part-time, employees with a pass to park during their work shift in a City designated parking garage or provide bus transportation to and from work.

18.2 ~~The City shall provide to part time Library employees a pro-rated portion of twenty (20) days per month of a Commute Smart Card providing no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and a pro-rated portion five (5) days of bus transportation per month. The pro-ration of these transportation benefits will be based on the number of hours the part-time Library employee is regularly scheduled to work. This Smart Card shall be transferable among eligible employees.~~

Union Representatives

19.8 The City shall provide ~~sufficient~~ one hundred and fifty (150) copies of this Agreement ~~to have at least one for each member of the Union~~ within ninety (90) days of the second party's execution of the Agreement. Thereafter, a~~A~~ copy of the contract shall also be available on the City's website. If this contract is not printed directly in house, it shall be printed by a unionized print shop, when one is available, in the State of Vermont or an out-of-state union print shop agreed upon by the union President and the City.

19.9 A Union Steward, or designee of the President, will be afforded one hour after each standard HR Orientation,, on the clock, to meet with all new bargaining unit employees in order to go over the rights and responsibilities of the Collective Bargaining Agreement.

19.11 Bi-annual union meetings: As needed, the Union shall be allowed no more than two (2) hours, two times per year, to hold a Union meeting during regular work hours. The Union representative shall, in writing to the Director of Human Resources request this meeting. This meeting is strictly to discuss Union business and if it has concluded in less than two (2) hours employees shall report back to work. In the case of emergency situations this meeting may be post-poned. Employees who opt to not attend the meeting shall continue their previously assigned task(s). Essential City services, as reasonably defined by the City such as continuity of operations as the City water and wastewater plans and Emergency Communication Specialists shall remain staffed during such Union meetings but such staffing may be done by supervisors, management, and/or non-union personnel where practical and available. A video meeting option may be made available to employees through City accepted/used communication platforms (Zoom, Teams, etc.)

The following tentative agreements are verbal between both parties

Term of the contract: 2 years – July 1, 2026 through June 30, 2028

9.4 Wages: The pay schedules in effect for the period of this Agreement, from July 1, 2026~~2~~ through June 30, 2028~~6~~, shall be as set forth in Appendix C to this Agreement. Those schedules reflect the following cost of living increases to the prior year's base pay:

(a) Retroactive to July 1, 2026~~2~~, for covered employees who are employed on the execution date of this Agreement, ~~7.2~~ 4.0%;

(b) On July 1, 2027~~3~~, 4.3~~8~~%;

~~(c) On July 1, 2024, 3%; and~~

~~(d) On July 1, 2025, 3%.~~

Employee Benefits

Insurances

14.4 a. Full Time Employees:

Employees shall contribute a set percentage of the total cost of the City's Health Fund Budget (Fund 150) by withholding of a percentage of their regular base pay on a pre-tax basis, based on the following schedule:

Effective July 1, 2022, the total employee contribution shall continue to be 20% of the City's total Health Fund Budget (Fund 150).

Notwithstanding the above, the individual employee contribution shall not exceed 6.5% of an individual employee's base wages in FY23 and FY24. In FY25, the individual contribution shall not exceed 6.75%. In FY26, the individual contribution shall not exceed 6.95%. In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds 20 percent, the overage will be credited to the total employee contribution in the fiscal year following the next fiscal year, thus reducing the percentage of wages required from employees that next fiscal year. For example, an overage credited to the total employee contribution in FY20 would be applied to employee contributions in FY22.

Insurances: 14.4 healthcare individual contribution shall not exceed 6.95% (this would remain for FY27 and FY28)

Health Insurance Plan Design

- Effective January 1, 2027: individual deductible = $300 and family = $600 / Out of Pocket: $900 / $1800
- Effective January 1, 2028: individual deductible = $400 and family = $800 / Out of Pocket: $1200 / $2400
- Effective January 1, 2027 – Prescription co-pay amounts: $10 – generic, $25 for preferred and $50 for non-preferred brand

Addition to Article II

~~APPRECIATION OF UNION WORKERS:~~ At least twice each calendar year, the Mayor shall ~~dedicate time during a public meeting of the City Council to~~ recognize Union staff ~~anniversaries~~ and notable staff achievements; this can be done in a variety of ways via digital communications (emails, newsletters, social media, etc.). This practice ensures the City's appreciation for staff service and achievements is publicly acknowledged and celebrated.

4.6 As long as essential facilities and services, as reasonably defined by the City, remain minimally staffed and operational, and upon two weeks' notice by the Union to the employer, once a year the Union may call for a 24 hour day of Union action on a date of its choosing. Union members who ~~engage~~ elect to participate in this day of Union action may request an unpaid day off or may choose to be compensated by using a Personal, Floating Holiday, or Vacation day. ~~in such Union activity shall suffer no loss of pay or benefits. This right supersedes any and all provisions found in Article IV of this Agreement.~~

Layoff and Recall

8.2 Whenever layoffs are contemplated, the City shall notify the Union as early as possible. At the same time the City (through its Human Resources Department) shall request immediate notification by Department Heads of any vacancies which exist or are anticipated within the next 60 days. At the time that any notices of individual lay-offs are sent, the City shall have a current list of actual and anticipated vacancies on file at the Human Resources Department. Notices of individual layoffs shall be provided, in writing, by the Department Head to each individual employee who is to be laid off no later than sixty-five (65~~0~~) days prior to the effective date of such layoff. If an employee is unavailable to receive notice of layoff for a period of 5 calendar days from when said notice is prepared, the Department Head may provide said written notice to the Union President and such notice shall be considered notice to the employee.

19.3 The union president shall be afforded forty (40) hours of paid leave time per month to attend to union business during regular working hours. All other union business undertaken by the union president shall be addressed during non-working hours unless approved by the department head or designee. Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.

** The items below are agreed upon but will not be in the CBA **

BPD – Criminal ID Techs (2 employees) an MOU was drafted to enforce they are eligible to convert overtime hours to comp time

AFSCME office space: an MOU was drafted to identify office space made available to the union for the length of this contract. The map room within P&I

City agreed to create to two Operational Lead positions: 1 in Streets and 1 in Water. HR anticipates these to be Graded a 19

AFSCME and the City agreed to form a committee to review and draft an update to Article 11.4 and to produce an updated Article by November 1, 2026

This AGREEMENT is made and entered into this — day of July, 2026~~2~~ by and between the City of Burlington, Vermont, hereinafter referred to as the City, and Local 1343 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

PREAMBLE

STATEMENT OF MUTUAL VALUES

The parties to this Agreement believe that we have inherent and mutual obligations, responsibilities and privileges that are a basic foundation on which we conduct ourselves with each other as management and union. We believe that these obligations, responsibilities and privileges we mutually share include the following:

1. To treat each other with dignity, courtesy, and respect;

2. To give and receive equal treatment without prejudice or favoritism;

3. To give and receive the necessary orientation, training, supervision and resources to maximize our performance;

4. To know priorities and to have opportunities to help shape priorities;

5. To give and receive fair, reasonable, and equitable compensation in return for an honest day's work;

6. To have a fair process for resolving differences that respects our dignity and privacy.

ARTICLE I

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all eligible employees of Parks, Recreation and Waterfront, Public Works, Library and Airport, as well as the City Clerk/Treasurer's Office, the Assessor, the Community Economic Development Office, , all "civilian" employees of the Police Department and any other City department, office, or body which are not already organized into an existing bargaining unit. The term "employee" as used in this Agreement shall refer to these aforementioned employees (see Appendix A for a list of covered positions). Notwithstanding the above, the Union does not represent and this Agreement does not apply to employees who work less than twenty (20) hours per week, employees who work less than one hundred (100) days per year, or limited service employees hired for a specific time period or to complete a specific job. ~~Parking Ambassadors who work more than twenty (20) hours a week shall also be covered by this Agreement.~~

Limited Service employees are covered by this Agreement, however such employees shall not accrue Union Seniority, be eligible for the City pension benefit, or have recall rights. If a Limited Service employee is employed for more than two years, said worker shall become a regular City employee with all the rights, protections, and responsibilities provided for in this Collective Bargaining Agreement.

The City retains the unilateral ability to eliminate limited service positions at any time. These decisions shall not be grievable and the elimination of a position does not entitle an employee in that position to another City position.

ARTICLE II

Anti-Discrimination and Union Security & Rights

2.1 The provisions of this Agreement shall be applied equally to all employees. Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because 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 or genetic information or crime victim status.

2.2 Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful union membership or non-membership activity or status. The Human Resources Office shall provide to the local Union Treasurer, within five (5) days of completion of the probation period, the name, date of hire, job title and department of a new employee in a bargaining unit position. On a regular monthly basis, the employer will provide to the Union the names, positions, rates of pay, work email, personal email, home phone number, cell phone number, mailing address, and Union status. The City shall collect dues on a weekly basis in the amount certified by the Union from employees who have provided written authorization for this deduction to the City. The Parties agree that the Union solely controls the process for determining periods of time that bargaining unit members can opt-out of paying membership dues. The Union agrees to indemnify the City and any department thereof and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

2.3 The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The Parties agree that the Union solely controls the

process for determining whether non-dues paying bargaining unit members may be charged a fee for service for tasks like grievance administration.

2.4 Upon the request of the Union or the City, up to three times a year, a Labor Management Committee shall be convened for the City overall, and, up to once a year, for a specific department within the City. A meeting shall occur within thirty days of receiving the request. Additional meetings during the fiscal year may occur upon mutual agreement of the parties. A Citywide Labor Management Committee shall be composed of persons who qualify for service on the Union bargaining team and those persons from Management as the City may appoint. Departmental Labor Management Committees will be composed of up to 4 persons from the Union, all employees in the Department, and up to 4 persons from Management. A Labor Management Committee shall meet regularly, but not more than once per month unless mutually agreed upon and shall discuss issues of interest to Labor or Management. The Local Union leadership and the Mayor shall conduct regular check in meetings on an as needed basis, but no less than twice per calendar year, to keep the Union and Management informed and in communication regarding emerging issues or concerns.

2.5 Upon receipt from the Union of an employee's written authorization form permitting the deduction of a fixed amount of wages for a Political Action Committee (PAC), or as may be lawfully enacted by the Union, designated by AFSCME, or a purpose as may be lawfully determined by the Union and defined in the employee's written authorization form, the City shall deduct the specified amount from that employee's wages which shall go towards the Union's political PAC. Such PAC contributions shall regularly be transmitted to the Union along with a roster of employees making such a contribution and the amount each is giving.- To end a

PAC deduction, the employee must provide written notice of the termination to both City payroll and the Union. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the city in reliance on the signed authorization form furnished to the City by the Union or for the purpose of complying with any of the provisions of this section.

2.6 Library Bill of Rights: The employer shall abide by the American Library Association Bill of Rights and guidelines as written at the time of this agreement (please see below).

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

## ARTICLE III

City Functions

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, except as otherwise specifically agreed to in this Agreement, or otherwise specifically agreed to in writing between the parties; these rights include, but are not limited to, the right:

To plan, direct and control Department activities, to determine Department policies and to establish standards of service offered to the public;

To schedule and assign work to employees;

To determine the means, methods, processes, materials and equipment utilized by the City, and to introduce new or improved methods, equipment or facilities;

To determine the qualifications and staffing of jobs;

To create, revise and eliminate jobs, or to lay off employees due to lack of work or funds or for other legitimate reasons;

To hire and terminate employees, including the right to hire part-time and seasonal employees;

To maintain order, and to suspend, discipline and discharge employees for just cause;

To make, publish and require observance of reasonable rules and regulations;

To promulgate ordinances or other regulations incidental to the management of the City affecting the public health, safety and welfare.

## ARTICLE IV

No Strike No Lock Out

4.1 The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer, except as follows:. ~~During the terms of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.~~

a. A strike related to general democracy as articulated in the Side Letter Agreement regarding General Strike & the Right to Defend Democracy signed 3/5/2026; and

b. In circumstances where the Vermont Labor Relations Board (VLRB) has determined that the City has committed an unfair labor practice and the City fails to implement corrective action ordered by the VLRB. Notwithstanding, a strike shall not be authorized pursuant this section until a 30 day appeal period has elapsed and while any request for an injunction of such order is pending in a court of competent jurisdiction.

4.2 The Union agrees to notify all officers, representatives, and members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others,

and to encourage employees violating this Article to return to work.

4.3 The City may discharge or discipline any employee who violates this Article and any employee who fails to carry out his responsibilities under this Article. Any disciplinary measures taken by the City against employees who violate this Article shall not be reviewable through the grievance procedure, except on the basis that the employee did not in fact violate this Article.

4.4 In the event of any violation of paragraph 4.1 of this Article, there shall be no financial liability on the part of the Signatory International Union, Local and/or the officers thereof, provided that the Signatory International and Local Union promptly after notice of the beginning of such action shall (1) publicly and privately declare such action to be a violation of this Agreement and promptly order their members to return to work, and (2) take other prompt and vigorous steps to end the slowdown, work stoppage, strike or any interference with the work of the City.

4.5 Except in limited circumstances, bargaining unit union members will not be made to cross an official union picket line ~~of striking City of Burlington employees~~. These limited circumstances are emergencies and situations in which essential services, necessary to public health and safety as reasonably defined by the Mayor, can only be provided by crossing a picket line.

4.6 As long as essential facilities and services, as reasonably defined by the City, remain minimally staffed and operational, and upon two weeks' notice by the Union to the employer, once a year the Union may call for a 24 hour day of Union action on a date of its choosing. Union members who elect to participate in this day of Union action may request an unpaid day off or may choose to be compensated by using a Personal, Floating Holiday, or Vacation day.

ARTICLE V

Seniority

5.1 Seniority shall be defined as an employee's length of continuous full-time or part-time service since their last date of hire, less any adjustments due to layoffs or other breaks in service for any of the reasons for termination of seniority specified in paragraph 5.3 herein.

5.2 Each City department (within the bargaining unit) shall prepare a departmental seniority list for both full-time and part-time employees as soon as practicable after the effective date of this Agreement, and such a list shall be updated no later than January 1 of each year. Such list shall be posted on the departmental bulletin board and a copy sent to the Union. Any employee aggrieved by their placement on the seniority list may appeal through the grievance procedure.

5.3 Seniority for all purposes shall be terminated for any of the following reasons:

a. Voluntary quit;

b. Discharge for just cause;

c. Failure to report for work within five (5) working days after notice of recall is given; however, if the City is advised by the recalled employee, either in person or in writing, within said period that they will report for work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these limits may be agreed to in cases of proven sickness or injury to the employee or death in their immediate family;

d. Absence for three (3) consecutive working days without reporting to the City unless impossible to do so;

e. Failure to report for work at the end of a leave of absence or extension thereof;

f. Failure to be recalled from lay-off or return to work due to any non-occupationally- connected illness or accident for a period of twelve (12) months;

g. Normal retirement, i.e. other than for medical disability. An employee who is on disability retirement and who subsequently returns to work will be awarded seniority equal to the amount of time earned at the time of retirement.

5.4 Any employee promoted to a supervisory position or transferred outside of the bargaining unit shall not lose their seniority, but shall not accumulate bargaining unit seniority for the time worked outside of the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year. An employee returning to the bargaining unit under this section shall return to their last held position, if warranted by their seniority.

5.5 For purposes of layoff, an employee who is transferred from part-time to full-time status does not take their part-time seniority with them. For purposes of vacation selection, departmental seniority shall be controlling, provided that, when transferring an employee, the Department Head or their designee may, in addition to seniority as hereinbefore described, consider the (i) needs of the department, (ii) experience of the employee(s) and (iii) any requests for transfers. Transfers shall not be used as a disciplinary measure. Seven (7) days' advance notice shall be provided prior to any permanent transfer, longer than four (4) weeks.

5.6 An employee who is on disability retirement and then returns to work will be awarded seniority within AFSCME equal to the amount of time earned at the time the employee went out on disability retirement.

## ARTICLE VI

Probation and Probationary Periods

6.1 All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who moves into a new position other than on a temporary basis shall be considered as a special probationary employee, and must successfully complete a special probationary period before being regularly appointed to the new position. All probationary employees and special probationary employees shall receive an employee evaluation on or near the midpoint of their probationary period.

6.2 Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed a probationary period of three (3) months. The probationary period may be extended at the Department Head's request with consent of the Union for a period of up to three (3) months.

6.3 During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, layoff or dismissal may be the subject of a grievance. Upon the successful completion of the probationary period, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Regular employees shall acquire seniority credit, and their seniority shall be retroactive to the date of initial employment, less any adjustments.

6.4 Any regular employee who becomes a special probationary employee remains so until they have successfully completed a required special probationary period of three (3) months or have elected to return to the previously held position under Section 7.4. The special probationary period may be extended by the Department Head for a period of up to three (3) months; such an extension shall be subject to the grievance provisions of this Agreement.

6.5 Special probationary employees shall be entitled to all benefits of non-probationary members of the bargaining unit except as specifically set forth in this Article. If the special probationary employee is disciplined, discharged, laid-off or dismissed, such action shall be subject to the grievance provisions of this Agreement.

6.6 If the special probationary employee fails to demonstrate that they can completely and satisfactorily perform the job within the special probationary period, the City shall return the employee to their previous job if the position still exists and if the position is not occupied by a more senior employee. If the employee is unable to return to their previous job because it no longer exists or because it is occupied by a more senior employee, the employee may exercise displacement rights in accordance with Section 8.4, unless the employee already exercised displacement rights to move into the position for which the special probation has failed. If the employee is unable to return to their previous job and is also ineligible to exercise displacement rights, the employee shall be considered on layoff with recall rights in accordance with Section 8.10. If, as a result of an employee's return to their previous job under this section, another employee who had moved into the position is displaced, the displaced employee shall return to their previous job if the position still exists and is not occupied by a more senior employee. If, because the previous position no longer exists or is occupied by a more senior employee, the employee is unable to return to their previous job, the employee may exercise displacement rights in accordance with Section 8.4.

6.7 Notwithstanding the provisions of paragraph 6.2, a new employee hired into the position of Public Safety Emergency Communications Specialist shall complete a probationary period of six months, except that seniority, vacation accumulation and other benefits for such employee shall commence at the completion of three months of employment consistent with the provisions of this

contract. Notwithstanding the provisions of paragraph 6.4, a regular employee who moves into the position of Public Safety Emergency Communications Specialist shall complete a special probationary period of six months.

## ARTICLE VII

Filling of Vacancies

7.1 For the purposes of this Article, a regular vacancy is created when the City determines to increase the work force and to fill a new position in the bargaining unit or when terminations, promotions, resignations, retirements or demotions take place in the bargaining unit and the City determines to replace the previous incumbent.

7.2 The City shall digitally post notice of regular bargaining unit vacancies ~~on all appropriate bulletin boards~~ for a minimum of seven (7) working days prior to proceeding with hiring process. Such notice shall state the department, position, classification, rate of pay and qualifications for the job. ~~Each posting department shall keep on file for a period of at least sixty (60) days a copy of each posted notice with a notation stating the date of initial posting.~~

7.3 Whenever a bargaining unit position becomes vacant, the City agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within thirty (30) working days from the date the vacancy commenced. ~~If any bargaining unit member bids for a posted position, the employee shall complete and file at the Human Resources office a union job bid form and job application.~~ All employees are required to formally apply to open positions through the City's online portal. Human Resources will notify the hiring manager when a qualified AFSCME member has applied. The City shall consider the applicants and award the position within ~~fifteen~~ twenty (20~~15~~)

~~working~~ calendar days following the close of the posting period. For a job which is posted, between applicants presenting relatively equal job qualifications, priority shall be given in the following order: by seniority within the specific job function within the department, by seniority among other bargaining unit employees in the department, other bargaining unit employees, other City employees, employees from outside the City workforce. Qualifications shall include, but not be limited to: prior training, prior relevant work experience, prior work performance and educational background.

7.4 A bargaining unit employee who bids for and is awarded a vacant position may, within two (2) weeks of the date they commence work in the new position, elect, in writing to return to the position previously held.

**7.5** When a first round interview committee is convened to recommend candidates to fill a bargaining unit position, the City will notify, either verbally or in writing, the Union Steward from the department for which the position is being filled. If the department does not have a Union Steward, the City will notify an alternative Union representative as designated by the President of the Union (designated alternate), such as the Vice President or Chapter Chair. The Union Steward, or designated alternate if there is no Union Steward in the department, will recommend a union member who is from that department and has direct knowledge of the position being filled, to serve as a full member of the first round interview committee. If the Union Steward or designated alternate does not recommend a Union representative within two (2) business days of notification, the committee will proceed without a Union representative.

ARTICLE VIII

Layoff and Recall

8.1 The City in its discretion shall determine whether layoffs are necessary, and shall determine which job classifications within the bargaining unit shall be adversely affected. Layoffs shall ordinarily be for lack of work and/or lack of funds. In the event of a layoff or reduction in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

8.2 Whenever layoffs are contemplated, the City shall notify the Union as early as possible. At the same time the City (through its Human Resources Department) shall request immediate notification by Department Heads of any vacancies which exist or are anticipated within the next 60 days. At the time that any notices of individual lay-offs are sent, the City shall have a current list of actual and anticipated vacancies on file at the Human Resources Department. Notices of individual layoffs shall be provided, in writing, by the Department Head to each individual employee who is to be laid off no later than sixty-five (6560) days prior to the effective date of such layoff. If an employee is unavailable to receive notice of layoff for a period of 5 calendar days from when said notice is prepared, the Department Head may provide said written notice to the Union President and such notice shall be considered notice to the employee.

8.3 An employee who is given notice that they are to be laid off shall have the right to transfer into any vacancy existing at the time of notice of layoff, or any vacancy expected by the City to become available within sixty (60) days of the time of notice of layoff, if the employee is qualified

by training or experience for the position. Whenever the City notifies an individual of layoff, the City (through the Human Resources Office) shall provide to the employee a current list (including current job descriptions) of actual vacancies and vacancies anticipated within sixty (60) days of any notice of layoff.

8.4 An employee who is given notice that they are to be laid off will have the right to displace a less senior employee in a position for which they are otherwise qualified by prior preparation and/or experience as the displaced employee, provided, however, that an employee may exercise displacement rights only into a job classification which is equal to or lower than their own, or into a higher job classification if previously held by the employee and the employee is otherwise as qualified by prior preparation and/or experience as the displaced employee. In addition, a part-time employee may only displace another part-time employee, not a full-time employee.

8.5 An employee who has received written notice of layoff shall have fourteen (14) calendar days from receipt of said notice to provide written notice to the City of the employee's desire to transfer into an existing or anticipated vacancy, or of their desire to displace under Section 8.4. Said written notice shall be sent by the employee to the Department Head of the Department in which the new position is located. Such notice shall state which position is desired and include sufficient proof of qualifications for the job. Upon being so notified, the Department Head shall decide within five (5) working days whether the applicant meets the qualifications for the job in question and so notify the employee, in writing. If the Department Head decides that an employee does not meet the qualifications (as provided in Section 8.4) for the job in question, the employee shall have fourteen (14) calendar days from receipt of written notice of non-qualification to provide written notice to the City of their desire to transfer into any other existing or anticipated vacancy or vacancies or of their

desire to displace. Said written notice(s) shall be sent to the Department Head(s) of the Department(s) in which the new position(s) is (are) located. Preferences among positions (if more than one are listed by the employee) may be stated by the employee. Notice(s) shall include sufficient proof of qualification for the job(s). Upon being so notified, each Department Head shall decide within five (5) working days ten (10) working days if the applicant has more than three (3) applications pending at the time) whether the applicant meets the qualifications (as provided in Section 8.4) for the job(s) in question, and so notify the employee, in writing. Should an employee receive notice that the employee is qualified for more than one job, the employee shall have five (5) working days to notify the City of which position is desired. Said notice shall be sent by the employee to the Department Head for the Department in which the position is located.

8.6 If transfer is requested and permitted, the employee shall make the transfer as soon as is practical after the new position is available. In the event that the new position will not be available until after the effective date of layoff, the employee may be assigned duties within their original or new job description or request sick leave (to the extent that sick leave is available for cash out on termination), earned vacation leave and/or leave without pay under Section 13.26 of this Agreement in order to bridge the gap between layoff and transfer into the new position. In the event that an employee does use sick leave as provided herein, the employee's sick leave accumulation shall be reduced one day for each day used. The employee shall not be eligible to also receive pay for unused sick leave in connection with the current layoff.

8.7 If displacement is requested and permitted, the displaced employee shall be promptly given a sixty (60) day notice of layoff and shall have the same rights as the employee who originally received such notice. The displacing employee shall move into the new position as soon as is practical

as determined by the Department Head of the Department into which the employee is moving. Unless the Union and the City otherwise agree, the displaced employee may be assigned duties only within their original job description for the balance of any period between displacement and relocation or layoff. The displaced employee may also request earned vacation leave for some or all of the balance of the period between displacement and relocation or layoff.

8.8 An employee who is not permitted by the Department Head to transfer into a vacant position or to displace an employee may utilize the grievance and arbitration procedure by filing an appeal at the Commission level within five (5) work days of notification of the Department Head's decision. If a grievance is not resolved at the Commission level, the Union may, within five (5) work days of the date of the Commission's decision, proceed to arbitration under this Agreement provided that an employee may utilize arbitration only once per notice of layoff. In the event that the Union does proceed to arbitration under this section, the City and the Union agree to make a good faith effort to expedite the arbitration process.

8.9 In the event that a laid off employee remains unemployed, the City shall allow them to buy the current medical insurance coverage for eighteen (18) months at the group rate which the City pays. An administrative fee as permitted by COBRA may be added to the group rate after the first 12 months of coverage under this section. Employees on layoff status shall be afforded preferred consideration for any part-time or seasonal work which is available.

8.10 A laid off employee will enjoy recall rights for two (2) years from the date they are laid off, but will accrue seniority for a maximum of one (1) year. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

8.11 If any employee is recalled to a position in a lower related job classification, they shall have the right to return to the job classification they held prior to being laid off in the event it subsequently becomes available so long as the employee still meets the qualifications for the job. The City shall not hire new employees for vacant bargaining unit positions, regardless of the source of funding of such position, as long as there are still bargaining unit employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

8.12 Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union President and respective steward, provided that the employee must notify the Department within ten (10) days after receiving notice of recall of their intention to return. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee to the Department Head.

8.13 Once an employee has been afforded the opportunity of recall under this section and has refused such recall, they shall be deemed to have waived all recall rights under this section except that if an employee is recalled to a lower rated job classification the employee shall have the right to refuse the recall without waiving any rights to subsequent recall.

8.14 An employee recalled into a position different from a position previously held shall be considered a special probationary employee and shall be subject to the provisions of Article 6 related to special probation except that an employee who is dismissed for failure to succeed in a special probationary period shall return to layoff status without loss of recall seniority.

ARTICLE IX

Rates of Pay

9.1 The City and the Union agree that the City of Burlington Comprehensive Classification and Compensation Plan dated August, 1988 achieves three mutual objectives: (1) The objective evaluation of all City positions within the bargaining unit; (2) the establishment of their comparative worth; and (3) the formulation of a compensation structure whose foundation is based upon these elements; and further agree that the Plan shall be incorporated herein by reference and shall govern the classification and compensation of employees during the term of this contract.

9.2 Reclassification of Union Positions

This section describes the rights and responsibilities of City Departments as well as those of AFSCME and AFSCME employees solely to provide a comprehensive overview of the reclassification process. AFSCME and AFSCME employees shall only be able to enforce the provisions of this section specifying their rights and responsibilities.

a. Procedure for reclassification request: A Department Head or manager shall contact the Human Resources Department to report proposed changes in an existing job description and request that the description be updated. The Department shall provide Human Resources with a written memorandum outlining the reason(s) for the request for classification or reclassification, to include a description of whether the duties are new or have been reassigned from another position, why the additional or fewer responsibilities or qualifications are appropriate for this position, and the operational changes in the department that justify that the position be classified or reclassified.

An employee can also request reclassification if the employee asserts that a Department

has permanently assigned to their position additional significant functions which require additional skills and knowledge. The employee shall provide to the Human Resources Department a written and dated request that specifically describes each such function.

If the employee or the Department Head believes that the changes warrant reclassification, the requesting party will then fill out a "Personnel Information Questionnaire." The requesting party must submit the original and three (3) copies of the completed Personnel Information Questionnaire to Human Resources. If the requested reclassification would affect the organizational structure of the Department (i.e., if the supervisory chain of command is altered or other employees are affected by the change), the Department should supply the current and the proposed organizational charts showing the relation of the position to the rest of the Division or Department along with a written explanation of any other impact to the Department of the proposed reclassification of the position.

The Human Resources Department will then schedule meetings with the affected employees and supervisor or manager to review requests for changes in functions. Once approved by the supervisor, the revised job description shall be forwarded to the Department Head for final approval. The Human Resources Department will then send the position description to the Union president who will have ten (10) working days from the date sent to provide the Human Resources Department with comments and or suggestions.

If the Human Resources Department determines that the documentation meets the standard for reclassification as described in section b, a classification committee shall analyze the request as outlined by the *City of Burlington Guide to Position Measurement* ("Guide") of the Willis Classification Plan. The classification committee shall be comprised of three members, one of whom

shall be a staff person from the Human Resources Department and who shall serve as a voting member. The Union shall be given advance notice of the classification committee meeting. The requesting party shall be given the opportunity to present the request to the classification committee. The resulting grade may be higher, lower, or the same as the existing grade. The Human Resources Director will review the impact of the proposed reclassification on the organization and structure of the affected Division, Department and the City. The Human Resources Director shall note their position regarding the proposed reclassification to the Finance Board, the City Council or the arbitrator.

If the requesting party does not wish to contest the classification committee's decision, that recommendation shall be forwarded to the Finance Board for approval. The Finance Board shall review the impact of the request on the affected Department and the City in its entirety to determine whether the request is within current budgetary limits. If the Department seeks to implement the reclassification during the current budget year, the Department shall provide specific information about the funding for the reclassification within its existing budget (i.e., the line item from which funds will be transferred).

If denied based on financial grounds, the decision of the Finance Board shall be final and no additional requests for reclassification of that position will be heard during the subsequent six (6) month period, or until such time as funding can be secured, whichever is earlier.

Alternatively, if upon review the Finance Board determines that the proposed reclassification is within the current budgetary limits and approves the request, it shall be submitted to the City Council for final approval. The City Council shall review the proposed reclassification in light of the comments of the Finance Board and the Human Resources Director and issue a final

decision on the reclassification. If the request is denied based on organizational or financial grounds, the Council's decision shall be final and no additional requests for reclassification of that position will be heard during the subsequent six (6) month period.

If a proposed reclassification is approved for a higher classification, it shall be effective on the date of approval by the City Council or as otherwise indicated in the Council's order. If however, the employee demonstrates both that the employee gave written notice to Human Resources of the additional, permanently assigned functions which resulted in a higher classification, and that the employee has been performing those additional functions continuously since the notice, the City Council shall order that the higher classification be effective as of the date of the employee's notice.

If either the Finance Board or the City Council denies the reclassification and it is determined both that the employee provided the Human Resources Department written notice of the additional, permanently assigned functions which resulted in a higher classification, and that the employee has been performing those functions continuously since the notice, the Finance Board shall direct the Department to pay the employee for the higher classification work back to when Human Resources received the employee's notice and request for reclassification. The Finance Board shall also direct the Department to terminate the assignment of the additional responsibilities to the employee.

If a reclassification for a lower grade is approved and causes an incumbent employee to move from their former classification grade to a classification grade with lower pay, then one calendar year after the City Council's decision, the employee will be placed within the new, lower classification grade at the step level that reflects their years of service with the City.

An employee's anniversary date will not change as a result of a reclassification of a position.

b. Standard for Reclassification: If a position description needs to be amended to reflect additional or fewer responsibilities and/or requires additional or lesser qualifications, it may be submitted for a reclassification review to ensure its appropriate placement within the City's Classification Plan. Reclassification reviews may involve a single position or an entire class.

A position may be reclassified to a higher grade only if it is demonstrated that:

- The position will perform additional, significant functions that are not addressed in the current job description; and
- The functions require added skills and knowledge such that a higher grade placement is warranted.

A position may be reclassified to a lower grade if functions identified in the job description are no longer being performed by this position.

The Human Resources Director shall make an initial determination whether the documents submitted appear to meet either of the above standards for reclassification. If the submission as outlined in subsection (a) does not demonstrate sufficient grounds for reclassification, the requesting party shall be notified. If the department is the requesting party, no additional requests for reclassification for that position will be heard during the subsequent six (6) month period. If the employee is the requesting party, the employee can file an appeal of the Human Resources' decision using the arbitration provisions of the grievance procedures of this Agreement. The arbitrator shall only decide whether the employee can demonstrate that the standard for a reclassification stated above was met given the information submitted to the Human Resources Department.

c. Appeal of classification committee decision: Once the classification committee makes a determination, if the Department is the requesting party, the grade placement decision reached by the committee is final for six months and no additional requests for reclassification of that position shall be heard during that six months period.

Alternatively, if the employee is the requesting party and contests committee's decision, the employee may utilize the arbitration provisions of the grievance procedures of this Agreement to appeal the committee's decision.

The appealing party must demonstrate that the committee made an error(s) in its analysis and that the error(s) resulted in the decision against the appealing party. If the appealing party can demonstrate both, then the arbitrator shall determine the position's classification using the *City of Burlington Guide to Position Measurement* ("Guide") of the Willis Classification Plan.

d. Placement after promotion or reclassification: Promotions occur when an individual applies for and is awarded an existing vacant position in a classification with a higher grade. In addition, an employee may serve in a position that is reclassified. If an employee is promoted or is in a position that has been reclassified to a higher grade, the employee will enter that higher grade at the lowest step which ensures at least a five (5) percent increase over their current rate. With the approval of the Human Resources Director, the employee shall be placed at a higher step based on exceptional qualifications including years of relevant experience. Years of previous experience that are equivalent or substantively similar to the necessary knowledge, skills, and responsibilities of the new position may be converted to additional steps at a 3:1 ratio. Prior relevant experience that is not substantively similar may be factored in at a higher ratio. The new rate shall not be less than the minimum for the grade nor more than 10% above the employee's

current rate. The decision of the Human Resources Director may be appealed to the City Council Human Resources Committee.

If promoted, the employee's anniversary date and the effective date of the rate change will be the date of the change of position.

e. Reorganization: In the event of reorganization of a Department which has met the City's administrative requirements as determined by the City's Personnel Policy, the Department will follow the classification procedure for adding new or reclassified positions and obtain final approval of the Human Resources Committee and Finance Board before posting or promoting into the vacant positions.

f. Transfer: If as a result of a transfer in lieu of layoff which causes an employee to move from their former classification grade to a classification grade with lower pay, then the employee will be placed within the new grade at the step level that reflects their years of service with the City. If a current union employee voluntarily applies for and is hired in a vacant position in the same Department or in any other City Department and such position is assigned a lower classification grade than the employee's former position, that change in positions shall be considered a voluntary transfer and the employee shall have no rights to pay under their former classification. If a current union employee voluntarily applies for and is hired into a vacant position in the same Department or in any other City Department and the position is at the same classification as the employee's former position, upon hire, the employee shall be placed at the next step of that grade.

g. Step Increase. If an employee does not receive written notice of less-than-satisfactory performance within thirty (30) days prior to the employee's anniversary date, the

employee will automatically receive a step increase for which the employee is otherwise eligible under Appendix C. For an employee who has received notice of less-than-satisfactory performance, once the employee is performing satisfactorily, the supervisor may, with the approval of the Department Head, grant the step increase. The step increase will not be retroactive. The employee's eligibility date for the future step increases shall remain unchanged.

9.3 Longevity

a. An annual longevity pay increment shall be granted to eligible employees according to the following schedule based upon years of continuous service with the City:

| YEARS | AMOUNT |
|---|---|
| Commencing 10 through completion 14 | $ 500.00 |
| Commencing 15 through completion 19 | $ 730.00 |
| Commencing 20 through completion 24 | $ 880.00 |
| Commencing 25 through completion 29 | $ 1,030.00 |
| Commencing 30 through completion 34 | $ 1,180.00 |
| Commencing 35 and each year thereafter | $ 1,500~~330~~.00 |

Such payments shall be made consistent with the provisions of this Article. Effective June 7, 2011, "continuous years of service with the City" shall mean the employee has worked without interruption in one or more positions covered by the AFSCME bargaining unit for the period of years specified in the table above. Years worked in temporary positions or other non-AFSCME positions prior to the employee being covered by this Agreement do not count as years of continuous service.

b. Employees may designate on their pay report the week during October or November in which they wish to receive the first half of two equal installments of their longevity bonus. If the

employee does not timely make a request for payment, the City will pay the first half of the two installments on December 1st. Employees may designate on their pay report the week during April or May in which they wish to receive the second half of the two equal installments of their longevity bonus. If the employee does not timely request the payment, the City will pay the second half of the two installments on June 1st. Employees who become eligible for any of the six (6) categories of longevity payments during the six-month period(s) between payments shall have the amount for that period pro-rated Only employees who have applied for membership on the date a longevity payment is due and who subsequently become members shall be eligible for such payments. Employees leaving employment who are entitled to longevity shall have it pro-rated at time of termination.

9.4 Wages: The pay schedules in effect for the period of this Agreement, from July 1, 2026~~2~~ through June 30, 2028~~6~~, shall be as set forth in Appendix C to this Agreement. Those schedules reflect the following cost of living increases to the prior year's base pay:

(a) Retroactive to July 1, 2026, for covered employees who are employed on the execution date of this Agreement, 4.0~~7.2~~%;

(b) On July 1, 2027~~3~~, 4.3~~2~~~~8~~%;

~~(c) On July 1, 2024, 3%; and~~

~~(d) On July 1, 2025, 3%.~~

Employees who are paid less than the hourly amount on their step and grade that is set by the City and known as the Livable Wage (calculated with health care) will receive a supplemental payment until their step and grade hourly payment reaches the hourly amount of the Livable Wage. When their step and grade reach the hourly amount as set by the City as the Livable Wage, the supplemental payment shall terminate.

9.5 Whenever an employee is directed to work in a classification higher than the employee's own for a period in excess of two (2) hours during any work day, such employee shall be compensated, for all continuous time worked in such higher classification, at a rate in the higher classification which at a minimum provides an increase equal to a 5% increase over the employee's existing salary in the employee's own classification, but in no event shall such increase be less than the minimum nor more than the maximum allowed for such higher classification. All such higher assignments must be stated in writing and signed by the supervisor in advance of the work performed. Under no circumstances may an employee receive both higher classification pay and group leader pay for the same period of time.

9.6 An employee who is placed by the employee's supervisor or manager in charge of a work crew consisting of two (2) or more employees, including employees hired on a seasonal basis, for a period in excess of two (2) hours during any work day shall be regarded as a group leader and shall receive compensation at a rate of ten (10%) percent in excess of the employee's base rate for all time actually worked in that capacity. Such assignment to be a group leader must be made in writing and name the two (2) or more crew members not counting the group leader. The group leader's supervisor must approve the group leader assignment documentation in advance. Under no circumstances may an employee receive both higher classification pay and group leader pay for the same period of time.

9.6 A An employee may be assigned to work in a lower-rated classification at the same rate of pay the employee receives in their regular classification. When an employee is assigned to a lower classification, the employee may not work in said lower classification if the employee is replaced in their own classification by a lower classified employee.

9.6(B) Commercial Driver's License (CDL) training: Whenever an employee, that has completed the certified training course, is authorized by their supervisor to conduct CDL training, such employee shall receive compensation at a rate of ten (10%) in excess of the employee's base rate.

9.7 Emergency Communications Specialists II who are assigned by the Department supervisor -to do field training of dispatchers and do actually perform such training shall receive $1.25~~10~~ (one dollar and ~~ten~~ twenty five cents) per hour in addition to their base pay for all such hours.

## ARTICLE X

Hours of Work

10.1 Definitions.

The definitions in this article apply only to full-time, i.e. forty (40) hours per week, positions.

Workday: The normal workday shall consist of either eight (8) or ten (10) consecutive hours of work, excluding a meal period, within a twenty-four (24) hour period.

Workweek: The normal workweek shall consist of either five (5) or four (4) consecutive workdays, Monday through Friday, totaling forty (40) hours, except as otherwise provided for herein. Except where they currently exist as of the effective date of this contract, no position shall be scheduled a ten (10) hour workday/four (4) day workweek unless such schedule is mutually agreed to by the City and the employee in said position.

Continuous Operations: Continuous operation is an operation for which there is regularly

scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

Time and One-Half: Time and one-half shall mean one and one-half (1½) hours pay for each hour worked.

Work Shift: A regular work shift shall consist of either eight (8) or ten (10) consecutive hours, excluding a meal period.

Double Time: Double time shall mean two (2) hours pay for each hour worked.

Flexible Scheduling: Flexible scheduling shall be defined as the development and implementation of an irregular work shift (or shifts) for a particular employee in order to accommodate special needs of the employee and/or the Department.

10.2 Work Schedules.

a. General Provisions: It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The City retains the right to schedule straight time, overtime hours, number of shifts, and shift assignments, subject only to the limitations as set forth herein. Whenever the City makes or alters shift assignments, consideration shall be given to the seniority of qualified employees. Employees covered by this Agreement working less than thirty-six (36) hours per week on a regular basis may be assigned a normal work day other than as set forth in this Article.

All employees, except those covered in paragraph 10.2(b), shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and quitting time. Except for emergency conditions, work schedules shall be changed only after giving seven (7) calendar days' notice to the employee and for reasonable cause. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards. All employee work shift shall

provide for:

i) One (1) reasonable meal period; and

ii) A fifteen (15) minute rest period during each one-half (1/2) shift as is feasible. Employees shall be allowed an opportunity, and shall be provided reasonable facilities, to clean up prior to the end of each one-half shift.

iii) Employees required to remain on the job site during the scheduled lunch period shall be paid for such lunch period.

b. Street Division, Fleet Maintenance Division, and construction crew of the Water Resources Division of the Public Works Department Employees: These employees shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and quitting time. Except for emergency conditions, work schedules shall be changed only after giving seven (7) calendar days' notice to the employee and for reasonable cause. Such hours shall include a paid one-half hour lunch period at the regular rate of pay, which shall be taken at the job site unless otherwise specifically directed by the supervisor at the commencement of the shift, and one ten (10) minute break during each one-half shift as is feasible. Reasonable procedures for lunch breaks, rest periods, and clean up shall be established by the Department.

c. ECS Continuous Operations Schedule: Work schedules for such operations shall be negotiated and agreed upon by the department and the employees involved in such continuous operations with the approval of Local 1343, AFSCME. At the time of execution of this Agreement, the parties have agreed that work schedules shall be reviewed at least annually, but no changes will be made if the Department and the employees are happy with the existing schedule. If a change is proposed to the schedule, all affected employees must be involved and their input considered before any change is implemented. Emergency Communication Specialists will bid for shifts twice per year in March and September for tours of duty effective the first Sundays in April and October,

respectively, or when otherwise agreed on by the parties. When a new ECS is released from training, the supervisor will ask all ECS to determine if there is interest in the open shift. If there is no interest, the newest ECS will assume the open position. If there is interest, there will be a rebid.

d. Dispatch Scheduling: Unless emergency conditions or unanticipated circumstances exist, and approval is granted by the appropriate supervisors, all shifts should be kept to the ten (10) hour limit and employees should not work more than fifteen (15) consecutive hours.

Only one dispatcher will be granted time off per twenty-four (24) hour scheduled work day but other time off on that same day may be granted off depending on the needs of the operation as determined by the Burlington Police Department.

New or vacated shift positions will be filled on the basis of seniority so long as there is sufficient experience on the shift.

In order to maintain staffing levels to ensure public safety needs are met, the Police Fire Communication Center may temporarily hire Non-AFSCME bargaining unit personnel to cover a position vacancy* which results in at least 80 hours of available overtime. This temporary hire shall end when the position is filled with a new bargaining unit employee. *Section 13.26 addresses filling open hours created by approved leave of absences.

e. Flexible Scheduling: Flexible scheduling may occur subject to the following conditions:

i) The Department Head must, in all cases, authorize flexible scheduling;

ii) A flexible schedule may be terminated by either the employee or the Department Head at any time for any reason, in which case regular scheduling shall occur;

iii) An employee who works on the basis of flexible scheduling shall be entitled to

overtime only when authorized hours of work in a week exceed forty (40); and

iv) The decision to terminate flexible scheduling in any given case shall not be grievable.

f. Parking Service Agents, Airport Ambassadors and Working Forepersons: The nature of the work

of Parking Service Agents, Airport Ambassadors and Working Forepersons is such that it must be responsive to the needs of the public, the needs of business owners and the seasons. In order for the City to be responsive to these needs, the City must have flexibility in scheduling work. Accordingly, the following provisions will apply to Parking Service Agents, Airport Ambassadors and Working Forepersons employees notwithstanding any other provisions of this Article or the Agreement:

i) The City will schedule Parking Service Agents and Airport Ambassadors to a regular work week consisting of shifts scheduled Friday through Thursday and schedule Working Forepersons with two consecutive days off. Shifts may be scheduled on any of the seven (7) days of the week;

ii) A regularly scheduled shift will consist of at least four (4) hours, but not more than ten (10) hours within a twenty (20) hour period. A shift will have a scheduled starting and ending time, except that the ending of the shift may fluctuate in response to special events, unanticipated circumstances, or emergencies;

10.3 Overtime and Compensatory Time.

a. Overtime: Available overtime work shall be equitably distributed and voluntary as far as is reasonably practical among regular employees in the job classification in which the overtime work is to be performed.

Regular employees shall be given priority in available overtime work. Each department shall

prepare an overtime list to foster the proper distribution of overtime; such list shall be made available for review by each department's steward.

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) hours in a workday (or ten (10) hours for employees on a ten-hour workday) or forty (40) hours in a workweek. Sick time, vacation time, holiday time, or other approved paid absences shall be counted as hours worked. There shall be no pyramiding of overtime pay.

b. Rest Periods: Employees who work more than four (4) consecutive hours of overtime shall be given either a one-half hour rest period with pay or an additional one-half hour compensation for each four (4) hour period. In cases where a rest period is given it shall be given as soon as is practical given the nature of the work being performed. This provision shall not apply if the employee does not work beyond the end of any such four (4) hour period.

c. Rest Day: An employee who has completed their regular workday and who thereafter continues to work twelve (12) consecutive hours of overtime may elect to use the following regular workday for rest and charge it to sick leave or vacation time or take such time without pay. Such time shall not count in the computation of sick leave usage for purposes of requiring notes from a physician pursuant to 13.3(c) or 13.13 (sic 13.2(c)). An employee who works sixteen (16) consecutive hours and is on call is entitled to eight (8) hours rest—that is, unless the employee agrees otherwise, or a major emergency occurs, the employee will not be called in to work or required to start a regular shift for at least eight (8) hours. If the employee misses some or all of a regular shift for this rest period, the employee may charge the time to sick leave or vacation time without penalty as described, or take such time without pay.

d. Compensatory Time: Employees entitled to overtime may, with the approval of the Department Head or designee, be allowed compensatory time at time-and-one-half in lieu of such overtime consistent with the provisions of the Fair Labor Standards Act. (Appendix D) Employees allowed compensatory time in lieu of overtime may utilize such time consistent with the procedure set forth in paragraph 13.25. Once each fiscal year employees may trade in for cash any amount of compensatory time earned during that fiscal year. Compensatory time not so traded in may be accrued from year to year, consistent with and subject to limitations set forth in the Fair Labor Standards Act.

The estate of a regular employee who dies shall be paid all of the compensatory time due that employee at the time of the employee's death as per the procedure set forth in Appendix D Section 4.

10.4. Weekend and Shift Premium Pay.

a. Other than continuous operation positions, positions currently assigned a workweek consisting of five (5) consecutive days which includes Saturday and/or Sunday shall be compensated at a premium rate of twenty-five (25%) percent above their hourly base rate for such Saturday and/or Sunday work. The Parks Department shall assign weekend work on a scheduled basis, and employees of that Department may exchange such weekend work assignments with other qualified Department employees so long as the work requirements of the Department are adequately covered. Scheduled employees shall give the Department reasonable notice of any such work exchange.

b. Notwithstanding the provisions of paragraph 10.4(a), it is understood and agreed that only those positions that were receiving the twenty-five percent (25%) premium provided for in paragraph 10.4(a) as of June 30, 1991 shall be paid such premium, and with respect to those positions, the premium shall be paid only for so long as such position(s) is filled by an employee whose date of hire with the City is on or before June 30, 1991. Employees hired by the City on or after July 1, 1991

and who occupy one of the aforementioned positions, as well as any new positions created, shall not be entitled to the twenty-five percent (25%) premium, but shall be eligible for a weekend day shift differential as provided for in paragraph 10.4c. Under no circumstances shall an employee be entitled to receive both a twenty-five percent (25%) premium and weekend day shift differential.

c. A shift differential in the amount of $1.50 per hour will be paid for all hours worked on regularly scheduled shifts between the hours of 4:30 p.m. and 11:00 p.m. and $1.65 per hour for hours worked on regularly scheduled shifts between the hours of 11:00 p.m. and 7:00 a.m. The weekend day (7:00 a.m. to 4:30 p.m.) differential shall be paid at the rate of $1.45 per hour. Under no circumstances shall an employee be entitled to receive both premium pay under paragraph 10.4(a) or 10.4(b) and weekend day shift differential. All shift differentials provided for herein shall apply only to time actually worked and shall not apply when an employee is on any paid or unpaid leave or for any hours of work compensated at overtime rates.

10.5 On-Call, Call-Ins

a. General Provisions: Whenever employees are required to make themselves available during periods when they are not scheduled to work, they shall be so informed, and thereafter for the period specified shall be considered to be on call. Unless other arrangements are specifically agreed to by the Department Head, an employee who is on call shall be expected to report to work within 30 minutes of being called, or within normal commuting time if longer than 30 minutes, except that reasonable accommodations shall be made if weather conditions result in a longer commuting time.

b. Substitutes: Employees who are on-call may arrange for substitution by a qualified employee for their on-call duties, provided that notice of any such substitution is given to the supervisor by the employee originally placed on-call at the time the employee is first placed on-call,

unless otherwise arranged with the supervisor, and provided further that the proposed substitute is approved by the supervisor as being qualified to perform the tasks which may be required during the on-call period. In the event of substitution, failure of the substitute to report to work if called in shall be just cause for discipline of the substitute. In the event of an approved substitution, on-call pay shall be paid by the City to the substitute and the employee originally placed on-call shall be deemed to have released the City from any obligation with respect to on-call pay.

c. Extension of On Call Periods/Airport Rules: Except for emergency situations, periods initially specified as on-call periods shall not be extended once the on-call period has begun, unless the employee agrees to the extension. At the Airport emergency shall be strictly defined to enable the City to comply with Federal regulations which require immediate removal of any precipitation from primary movement areas at all times in order for the Airport to maintain operations. On Saturdays and Sundays the Airport shall initiate notice of extension of on call periods by 2:00 p.m.

d. On-Call Pay. Effective on July 1, 2026~~2~~, all employees who are on call shall receive $~~40~~50.00 on call pay for each day or portion thereof during which the employee is placed on call. This on-call pay will increase ~~by $2.00~~ to $~~42~~52.00/day on July 1, 2027~~3, an additional $3.00 to $45.00/day on July 1, 2024, and $3.00 to $48.00/day on July 1, 2025~~. For purposes of this section a day shall be the twenty-four (24) hour period commencing with the end of the employee's last scheduled shift, and any successive twenty-four (24) hour period until the commencement of the employee's next scheduled shift. Employees shall receive an additional $~~40~~50 as of July 1, 2026~~2~~) ("holiday on-call" payment) over and above the regular on-call pay, for a total of $~~80~~100.00 as of July 1, 2026~~2~~ and~~,~~ $~~84~~104 as of July 1, 2027~~3~~, ~~$90 as of July 1, 2024, and $96 as of July 1, 2025)~~ if the employee is placed on call during any part of a holiday (actual or observed) except that only

one such holiday on-call payment shall be made to an employee who is on call during both the actual and observed holiday in any one instance.

e. Call in Pay. Employees who are called in shall be compensated at a rate of 1.5 times their regular rate for all hours worked until the commencement of their regularly scheduled shift, except that employees who are called in on the actual or observed holidays identified as eligible for double time pay pursuant to article 11.4 shall be paid at two (2) times their regular rate. Notwithstanding, there shall be no pyramiding or stacking of such on call rates with overtime rates, and an employee who is called in on both the actual and observed holiday shall only receive such premium for work performed on the observed holiday. -If an employee is called in and then sent home prior to the commencement of their regular shift, the employee will be allowed to return at the commencement of their regular shift. An employee who has been called in before their regular shift may elect with approval of the employer to leave after working 8 consecutive hours or to take accumulated compensatory time or vacation during all or part of the regularly scheduled shift that follows. Sick Leave may be used only when approved by the Department Head in accordance with the appropriate provisions of Article XIII of the contract.

The employer may elect to send the employee home for all or part of the regularly scheduled shift when there is evidence that the workplace health and/or safety are in jeopardy. This may be covered by accumulated leave of the employee's choosing including Sick Leave, under pertinent provisions of the contract. If an employee elects to go home for all or part of a regularly scheduled shift with approval of the employer but without using accumulated leave that employee will be considered to have declined overtime for purposes of administration of internal overtime rotation lists.

fe. Minimum Call-In Payments: Any employee who is called to work outside their regularly scheduled shift shall be paid the time and one-halfrate described above in 10.5(e) for such work, except as provided below the payment for such call-back shall not be less than for (i) two (2) hours in the case of a scheduled call-back, and (ii) three (3) hours in the case of unscheduled call–back, except that there shall be no pyramiding or stacking of minimum payments. For example, an employee who is called-in and receives the three-hour minimum pay will not receive a second three-hour minimum pay unless the employee is allowed to go home and is called back again more than three hours after the initial call-back began. An employee who is called-in less than two hours before their scheduled shift and continues to work through their regular shift is paid all time worked before the regular shift, plus one hour, at time-and-a-half and then receives their regular pay for their regular shift. For example, an employee who is scheduled to work at 7 am but is called in to begin work at 6 am receives two hours at time-and-a-half and then begins regular pay at 7 am.

A scheduled call-back means that the employee has been notified that they will be needed to work at a specific time before the end of the employee's last prior shift. An employee who is called by telephone by their supervisor or designee during non-work hours to provide advice related to the employee's particular work expertise, but who is not actually called back to work and not eligible for call-back pursuant to this section shall be entitled to a minimum of one (1) hour compensation at time and one-half the employee's regular rate. Any employee of the Cemetery Department called to cover a funeral in each one-half shift on Saturday or Sunday shall be credited with two (2) call-backs.

gf. Winter Rules for Maintenance Division of the Airport, and for Street Maintenance. Equipment Maintenance, Traffic,s and Water Resources Divisions of the Public Works Department and for the Parks Division of the Parks, Recreation & Waterfront Department: From November 1 to

April 15, employees of the Maintenance Division of the Airport, ~~and~~ the Street Maintenance, Equipment Maintenance, Traffic,~~s~~ and Water Resources ~~Divisions~~ of the Public Works Department, and the Parks Division of the Parks Recreation & Waterfront Department may be required to make themselves available on a rotational basis to be called into work to perform their respective winter duties as conditions require.

Notwithstanding the above described rotation, ~~I~~it is understood and agreed that current practices regarding employees from the divisions and work groups listed above who have snow plowing duties as a requirement in their job description ~~in certain positions (other than in the Streets Division)~~ make ~~ing~~ themselves available to plow snow shall continue~~. In addition, employees of the Public Works Department who are hired by the City on or after July 1, 1991 into the positions listed below shall make themselves available to be called into work as street conditions require. These positions include the following: welder, mechanic, inventory control specialist, and street maintenance workers.~~ Available volunteers shall be used before employees in the~~se positions~~ rotation are called in. In addition to the employees required to make themselves available as provided for herein, the City may require a maximum of nine (9)~~six (6)~~ employees in total from the Water Resources Division, Traffic, and Equipment Maintenance to be available for snow plowing responsibilities. Three (3) of these nine (9) employees shall be required to make themselves available during their normal scheduled working hours to assist Street Maintenance with snow plowing operations. These three (3) can be made up from a combination of any DPW divisions and DPW workgroups previously listed.~~ of the Public Works Department to be available for snow plowing responsibilities.~~ The City shall first solicit qualified volunteers for this purpose, but in the event it does not achieve the necessary coverage, it may achieve the required ~~6~~ nine (9) employees, of which

three (3) employees may be needed during normal scheduled shift hours, by mandating coverage. The least senior qualified employees shall be called first until the required coverage is achieved. Those employees who participate in snow plowing shall be subject to being placed on call in accordance with the provisions of this section. Employees already on call for their respective work groups may choose to plow snow with the understanding that if they are called and needed to respond to a work issue involving their work group, they are able to stop plowing to respond to the issue, and then resume plowing duties once the situation is resolved.

hg. Water Distribution /Meter Analysts: Commencing July 1, 1994, one Water Distribution/Meter Analyst position will be on-call for the entire week. Weekly duty shall be voluntary and shall be rotated among Water Distribution/Meter Analysts who volunteer and, if necessary to ensure adequate coverage, qualified water distribution employees who volunteer. In the event that there are insufficient volunteers to maintain an adequate on-call rotation, management may require Water Distribution/Meter Analysts who have not volunteered to participate in the rotation.

ih. Airport Electrician: The airport electrician may be required to be available to be called in to work to perform their duties at times when they are not scheduled to work.

ji. Call-In After Consumption of Alcohol, Marijuana, or Certain Prescription Drugs. Employees who are called in to work outside of their regular or scheduled call in hours, who are not on-call and who acknowledge that they have consumed alcohol, marijuana, or a prescription drug that may affect their ability to drive, operate machinery, or otherwise safely perform their job, and who decline to report for duty for that reason shall not be subject to an alcohol or drug test or disciplinary action. However, if an employee has already been placed on-call or is already on a scheduled call-in, and is called in after the employee has consumed alcohol, marijuana, or a

prescription drug that may affect the employee's ability to drive, operate machinery, or otherwise safely perform their job, the employee is required to report that consumption and understands that they shall be disciplined.

kj. Court Call-back for Emergency Communication Specialists. ECS dispatchers who are called to work outside their regularly scheduled shift to testify in court shall be paid consistent with 10.5(e), except that if the court appearance is cancelled after 5 pm the previous day, the employee shall receive a $35 call-back fee. The Department will notify the dispatcher of any cancellation by phone (at the number supplied by the employee) or work email, and the time of the call or email will determine the time of cancellation. If possible, in lieu of call-back pay, the schedule of a dispatcher who is called to testify in court will be adjusted, subject to mutual agreement of the employee and the department.

lk. ECS Order-in's (former MOU)

(i) At times, the Department must order an ECS in to work when the ECS is not scheduled to work, but the Department agrees that only in extremely limited circumstances emergency circumstances might exist where more than two ECS are necessary to ensure public safety.

(ii) There are two types of order-ins: A scheduled order-in is defined as an order to fill time that is left unfilled from the regular overtime posting. An unscheduled order-in is defined as an order to fill time that is left unfilled due to an unexpected absence in the communications center.

(iii) During a scheduled order-in, if the hours actually worked during the order-in period (not including any regularly scheduled hours) are equal to or exceed three hours, the

entire order-in will be compensated at twice the normal pay rate (double-time). During an unscheduled order-in, if the hours actually worked during the order-in period (not including any regularly scheduled hours) are equal to or exceed two hours, the entire order-in will be compensated at twice the normal pay rate (double-time).

(iv) An ECS who has taken a scheduled day off will be exempt from an order-in unless it is an unscheduled order-in immediately following the end of their regularly scheduled shift. The only exemption from that requirement is if the order will create an undue hardship. If an ECS is exempt under this provision, the next ECS on the list will be ordered in, and the exempt ECS will return to the first position of the order-in list upon return from the scheduled time-off. This provision does not preclude the ECS from volunteering to cover or accepting the order-in, at the ECS's own discretion.

For example, if an ECS works Sunday night 2100-0700 and has taken Monday night shift off 2000-0600, that ECS cannot receive a scheduled order-in for 0700 to 0900 on Monday morning, but can receive an unscheduled order-in in the absence of some extenuating circumstance (undue hardship), such as travel plans where the ECS has an early morning flight Monday morning. This undue hardship exemption will only occur in very limited circumstances at the discretion of the Officer in Charge or the ECS's supervisor.

The purpose of the exemption from scheduled and, in rare circumstances, unscheduled order-ins is to protect scheduled time off the ECS is using, such as vacation, personal, or other time off the ECS is entitled to by contract. This protection against order-ins does not apply to regularly scheduled days off except in circumstances where the regularly scheduled days off lead into a period of vacation, personal, or other time off authorized by contract and

the unscheduled order would be an undue hardship as described above.

(v) If an ECS is ordered in on one of the double-time holidays, the ECS will be paid a) the holiday pay for that day (regular pay), b) double time for the time actually worked, and c) an additional half-time for all time worked in recognition of the order-in.

ml. On-call for ECS: Upon implementation of an on-call system, Emergency Communication Specialists shall be eligible for on-call pay.

n. Wastewater Monitoring Pay Provision: In addition to the pay in 10.5(d), "On-call Pay", an employee who is on-call for response at the Wastewater treatment plants and is performing monitoring in accordance with the "Wastewater monitoring on-call standard operating procedure" during the wet weather monitoring season (April 1 - October 31) or when otherwise assigned to monitoring on-call by management, shall receive a minimum payment of one (1) hour compensation at time and one-half the employee's regular rate for any on-call period in which the prevailing weather conditions require at least one monitoring check of the radar and/or remote SCADA check. It is expected that employees will check the weather prior to the end of their regular shift to determine the need for such monitoring and will inform their supervisor if, in the employee's best professional judgement, there is a need for monitoring for the remainder of the on-call shift. The employee shall also use their best professional judgement as to whether this determination may change over the course of the on-call shift and may implement monitoring as needed and will notify their supervisor. This minimum payment shall then cover the equivalent of up to four (4) weather/SCADA monitoring checks over the course of the on-call shift. Notwithstanding, if the employee is required to perform more than one (1) hour of actual work to competently perform such checks, employees will be paid for all time worked

according to their regular compensation. For every monitoring check beyond four (4) as necessitated by weather or treatment plant conditions, the employees will receive a payment of 0.25 hours of compensation at time and one-half.

10. 6 Miscellaneous.

a. Safe Vehicles: It is the policy of the City to maintain all of its vehicles in a safe condition. No employee shall be required to operate an uninspected vehicle and shall not be disciplined for refusing to do so.

b. Commercial Driver's License: Employees who need a commercial driver's license to fulfill their job responsibilities shall be reimbursed by the City for the cost of obtaining the required commercial driver's license and/or any renewal thereof which comes due after July 1, 2010. Reimbursable cost under this Section shall be the difference between the cost of obtaining and/or renewing the required commercial driver's license and the cost of obtaining and/or renewing a standard driver's license.

c. Bargaining Unit Work to be Performed by Members: Except for emergency situations (including unavailability of union personnel due to absences), no non-bargaining unit employee shall perform work normally assigned to employees within the bargaining unit.

## ARTICLE XI

Holidays

11.1 The following days and no others shall be recognized as holidays:

New Year's Day - January 1
Martin Luther King, Jr.'s Birthday - Third Monday in January
President's Day - Third Monday in February
Town Meeting Day - First Tuesday of March
Memorial Day - Last Monday in May

Juneteenth- June 19
Independence Day - July 4
Bennington Battle Day - August 16
Labor Day - First Monday in September
Indigenous People's Day/Columbus Day - Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

11.2 In addition, all employees shall be allowed one (1) floating holiday per fiscal year for religious, social or personal need. An employee shall provide their Department Head with as much notice as possible of the date selected for such day, but in no case shall such notice be less than three (3) working days.

11.3 In addition to the holidays listed in paragraph 11.1 and 11.2, the day after Thanksgiving shall be a limited service day. A limited service day shall be defined as a day during which all City offices are open and all City services are provided. A Department Head shall ensure minimum staffing is available to carry out necessary functions. Employees who are scheduled to work a regular shift on a limited service day shall be entitled to another day off, which shall be taken during the fiscal year pursuant to the procedure set forth herein for the floating holiday.

11.4 Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. On a designated holiday employees shall be excused from all work (except as scheduled or called in by a Department Head to maintain essential City services) and shall receive regular compensation for that day except where other agreements exist. Each eligible employee is entitled to one day of holiday pay for each of the holidays above. An employee who is scheduled to work on either the actual or observed holiday and is excused from work that day has their holiday on and is paid for the day off. Employees who did not receive a day off and holiday pay as previously described and who work (whether scheduled or

called-in) on either the actual or the observed holiday shall be entitled to additional holiday pay for the day worked, and an employee who works (whether scheduled or called-in) on both the actual and observed holidays shall be entitled to additional holiday pay for the actual holiday, not the observed holiday. Additional holiday pay for the employee who works as referenced in the previous sentence shall be at the rate of one and one-half times the regular rate of pay except that additional holiday pay on the following holidays shall be double time: Christmas Day (December 25), New Year's Day (January 1), Thanksgiving Day (fourth Thursday in November), July 4 and Labor Day (first Monday in September). Additional holiday pay shall be paid over and above an employee's regular compensation for the day. An employee who works on a holiday may request from their Department Head or designee to take additional holiday pay as compensatory time and if approval is received, may take such compensatory time in accordance with section 10.3 (e) and Appendix D. An employee who voluntarily wishes to work on a holiday may request, and a supervisor may allow the employee, to work and take that holiday on another day as a day off with pay within the next six (6) months and will not be entitled to additional holiday pay. Management will not pressure employees to work on a holiday voluntarily.

11.5 In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused by the supervisor from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of vacation leave, personal leave, sick leave or other approved leave with pay.

11.6 If a designated holiday occurs while an employee is on vacation leave, no charge for the holiday will be made against vacation leave. If a holiday falls during a scheduled day off, the

employee shall be compensated by an additional day's pay or by a day off at some later time within the fiscal year. If an additional day off is elected, it shall be taken in a manner consistent with the procedures for taking compensatory time, provided that such day off shall be scheduled so as to minimize the creation of additional overtime for the City.

11.7 In addition to the above-listed holidays, the Mayor may designate additional time off. Employees required to work such days shall receive time and one-half (1 1/2) their regular rate for each such hour worked. This article does not apply to City wide delayed openings or early closures due to inclement weather or operational emergencies.

## ARTICLE XII

Vacations

12.1 Vacation leave may be taken as earned after completion of the probationary period according to the following schedule. Employees scheduled to work thirty-five (35) hours or less in an average workweek shall earn vacation leave on a prorated basis.

| CREDITED SERVICES | HOURS OF VACATION EARNED PER MONTH |
|---|---|
| Zero (0) through ..... Sixty (60) months ..... | Six and two-thirds (6 2/3) |
| Over Sixty (60) through One Hundred Twenty (120) months ..... | Ten (10) |
| Over One Hundred Twenty (120) months ..... | Thirteen and one-third (13 1/3) |
| Over One Hundred Eighty (180) months ..... | Sixteen and two-thirds (16 2/3) |
| Over Three Hundred | |

(300) months . . . . . (see below)

Employees with three hundred (300) months of credited service or more shall be entitled to an additional two-thirds of an hour of vacation per month, and an additional two-thirds of an hour of vacation per month for each additional twelve months of credited service over three hundred (300), to a maximum of three and one-third hours per month for those employees with three hundred forty-eight (348) months or more of credited service. Entitlements shall increase with each additional twelve (12) months of credited service between three hundred (300) and three hundred forty-eight (348) only, and shall not be pro-rated for periods of less than twelve (12) months. Vacation accruals under this paragraph may be received in the form of leave or compensation, as requested by the employee, on a straight time basis, at intervals requested by the employee.

12.2 An employee who has completed their probationary period whose employment is terminated is entitled to payment for unused vacation leave in an amount not to exceed three hundred sixty (360) hours.

12.3 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee in an amount equal to the vacation pay earned.

12.4 Vacation time may be used by employees in addition to, or in lieu of, sick leave.

12.5 A vacation is for relaxation, and to get away from the daily routine. For this reason, employees are encouraged to take their accumulated vacation. ~~An employee may accumulate no more than fifty (50%) percent of their annual vacation leave, except that an employee with less than two (2) years of employment shall be allowed to accumulate their full annual vacation leave. No employee shall accumulate more than three hundred sixty (360) hours of vacation leave, except as described below.~~

From an employee's date of hire to the end of that fiscal year, an employee may use or carry over any accrued vacation time. For every fiscal year thereafter, an employee must use at least fifty percent (50%) of their yearly earned vacation benefit according to the above schedule. An employee may carry over, at the end of the fiscal year, a maximum of 50% of their yearly vacation benefits, up to the maximum of 360 hours. Vacation leave in excess of the authorized carry over shall be forfeited and no financial compensation may be paid at the end of the fiscal year (June 30) or upon separation, unless an extension has been granted in writing by the Department Head with the approval of the City Council, after consideration of the recommendation by the Human Resources Committee.

12.6 The rate of vacation pay shall be the employee's regular straight hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

12.7 Vacations will be taken in accordance with a schedule approved by the Department Head or designee with due regard to the operation of the Department. Employees should request vacation leave of one week or more as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Employees shall have the right to choose the time they desire for their vacation, based on their seniority and consistent with this Article, so long as the efficient operation of the Department is not adversely affected. Vacation requests shall not arbitrarily be denied and, with respect to Operation Specialists at the Airport, shall take into account Federal Aviation Regulations which affect scheduling. Vacation requests shall be responded to within 5 work days of the request.

12.8 An employee may be permitted by their Department Head or designee to take vacation leave on a day at a time basis consistent with the procedure set forth in paragraph 13.25.

12.9 Except in the case of an emergency as determined by the Department Head, no employee shall be required to return to and appear for work during their scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period). Employees who are requested and elect to work on a scheduled vacation day shall receive time and one-half (1 1/2) for each hour worked and may elect 1) to be charged and paid for such time as vacation or 2) not to be charged for nor receive vacation time for such hours.

## ARTICLE XIII

Leaves

13.1 Leave is any authorized absence during regularly scheduled hours that is approved by proper authority. Employees scheduled to work 20 or more but less than 35 hours or less in any average workweek shall earn leave on a prorated basis.

13.2 The following sick leave benefit shall apply to all employees hired after July 1, 2000. Effective February 1, 2001, this sick leave benefit shall also apply to all employees hired prior to July 1, 2000 except as modified by their election of Option 1 or Option 2 as described below and as described in section (e), Transition from a previous sick time benefit. Sick leave shall mean any leave attributable to any physical or mental sickness or accident that prevents an employee from performing the employee's regular duties. Sick leave shall not be considered a benefit that an employee may use at their discretion, but shall be used only for the reasons stated below

Sick leave may be used to care for the employee's own physical or mental illness, injury, or medical condition that prevents them from performing their regular duties as scheduled. Sick leave shall also be granted to allow an employee to obtain professional diagnostic, preventative,

routine or therapeutic healthcare that cannot be scheduled outside of working hours; to care for a sick, injured or disabled member of their immediate family, including helping that individual obtain diagnostic, preventative, routine, or therapeutic health treatment, or accompanying them to an appointment related to long-term care; or to arrange for social or legal services or obtain medical care or counseling for themselves or an immediate family member who is a victim of domestic violence, sexual assault, or stalking or is relocating because of any of these. Immediate family includes: spouse, party to a civil union, domestic partner, parents, parent-in-law, grandparent, siblings, children, grandchildren, and foster children. Other close family members who reside in the employee's home are also considered immediate family. In addition, sick leave may be used for dependent care due to emergencies. "Emergencies" are, by definition, unexpected, short-term events, such as illness of a daycare provider or when the school or business (including a care facility) where an immediate family member is normally located during the employee's workday is closed for public health or safety reasons. Supervisors should use their best judgment to determine whether specific, individual cases fall within the general intention of this policy. Except as otherwise provided in this Article, no employee shall be entitled to payment for unused sick leave upon separation from City employment.

a. Eligibility

In order to be eligible for sick leave, an employee who is absent from work for any of the reasons provided in this section must:

1. Inform their immediate supervisor or Department Head of such fact at the first reasonable opportunity, or as defined by Department Directives;

2. A supervisor may require an employer to provide reasonable proof that the

employee's use of earned sick time is for one of the reasons stated in this section.

3. If the employee is out for more than one workweek, they or their surrogate (spouse, adult family member, or other responsible party) must report to the employee's immediate supervisor either in person, by telephone or electronic communication at least once per workweek, unless the circumstances make such notice impracticable. If the employee is away from their place of residence, a physician's statement explaining why such an absence is necessary, along with an estimate of the required period of absence, must be submitted.

b. Accrual of Sick Leave

Employees shall accrue ten (10) days (eighty (80) hours) of sick time per year. Sick time will be accrued on a monthly basis (6.67 hours/month). Employees could accrue up to a maximum of 15 sick days (120 hours). Except as otherwise provided in this section, any employee eligible for sick leave benefits who is paid less than their regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service) or who is a part-time employee shall have their sick leave prorated for that week, based on a forty (40) hours workweek.

Persons who earn sick leave have the exclusive rights to its use and it shall not be shared.

No employee shall be paid for sick leave that has not yet accrued.

c. Certification of Illness

If a Department Head or their designee has reason to believe that an employee may be taking sick leave unnecessarily or has engaged in a pattern of abuse of sick leave, or if an employee is out of work for three (3) consecutive working days due to illness, the Department Head or their designee, in order to determine sick leave eligibility, may require:

i) a certificate from their physician or other care provider (specifying the nature of the reason for leave, the expected length of the sick leave and/or any work restrictions or light-duty assignments expected upon return to work) in order to be eligible for benefit for that particular absence (unless otherwise noted, a certificate from a physician or care provider shall be the responsibility of the employee);

ii) a medical examination performed by a physician chosen by the City Department at its expense; or in the event of absence due to accident or sickness, the Department reserves the right to require a doctor's certificate to confirm the employee's fitness for return to work.

Sick leave may be denied by the Department Head or their designee upon a determination that the employee's condition is not sufficiently serious to justify sick leave.

d. Wellness Bonus

Each employee (even those who do not receive their health benefits through the City and have accepted a cashout under 14.5) will be eligible for up to $400.00 per year as a wellness bonus. Wellness bonuses are available if an employee provides proof of participation in the following wellness activities in the amounts stated:

i) Annual physical examination with primary care physician or physician's assistant--$100.

ii) Annual or semi-annual dental examination (cleaning) with dentist or dental assistant--$100.

iii) Completion of annual online risk assessment by the stated deadline--$100.00. Deadline will be identified each year no less than three months after start of fiscal year.

iv) Participation in a list of approved wellness activities designated by Human Resources--$50.00 each for up to total of $100.00. For purpose of example only, these activities may include: proof of health club or gym membership, proof of enrollment in a weight management program, proof of completion of a smoking cessation program, proof of completion of any of the preventative care screenings included in the City's health plan, such as mammogram, annual gynecological exam, colonoscopy, prostate exam, or proof of participation in any of the offerings included in the City's EAP program.

e. An employee may petition the Human Resources Director to add a particular wellness activity to the list of approved activities at any time. The HR Director will respond to the request within ninety days. Eligibility for that activity will become effective at the first of the month following approval. The decision of the HR Director as to whether an activity is added to the list is final.

f. Proof of participation means a statement or receipt from a health care provider to the employee's insurance carrier for services provided or a receipt for payment to a wellness provider such as a health club or a sworn statement signed by a provider that the employee attended at least 80% of the sessions in a wellness program. Employees may submit the proof of participation to the City's healthcare administrator at the address provided by Human Resources; the administrator then will provide a list of approved activities to the City's payroll department or provider on a monthly basis. Payment will be made to the employee at the next payroll following receipt of the administrator's list. If none of those methods of proof is available, the Human Resources Director, at their discretion, may accept other proof of participation.

g. <u>Transition from a previous sick time benefit</u>

To transition to the sick time plan on February 1, 2001, employees hired prior to July 1,

2000 will maintain their existing hours of accrued sick time in a 'vested sick leave bank'. An employee may use their vested sick leave bank to 1) supplement pay when using short term disability as more fully described below; 2) if the employee exhausts their active sick leave; and 3) if the employee is an option 2 employee, to convert to vacation consistent with current rules. An employee's right to sick leave pay out upon retirement will be consistent with their current rights under Option 1 or 2, whichever is applicable. Only Option 1 employees will be eligible for the sick leave bonus as described in Option 1 and Section 13.2 (d).

13.3 The City and the Union previously adopted a sick leave plan, which is set forth in part below and designated as Option 1. All employees on regular employment status as of June 30, 1986 made a one-time election in writing as to whether they would continue to follow the terms and conditions of the previous sick leave plan, which is set forth below and designated as Option 2. The employees who elected Option 2 are identified in Appendix E. Such choice was then considered final and non-revocable during the term of each individual's employment. It was understood and agreed that all employees hired on and after July 1, 1986 shall participate in the new sick leave plan (Option 1). It is understood and agreed pursuant to this Agreement that all employees, whether hired before July 1, 2000 or afterwards, are covered by the Sick Leave Plan described in Section 13.2 and only limited portions of the original Option I and II plans, as described below, are available to employees hired before July 1, 2000.

OPTION 1

Any unused sick leave earned prior to February 1, 2001 shall be accumulated and part of an employee's vested sick leave bank except for those days the employee elected to contribute to their active sick leave bank for FY 01.

Unused Sick Leave Upon Separation:

13.4 During the term of this Agreement, when an employee dies while employed in active service with the City or retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System, the employee (in the case of death, their estate) shall receive an amount equal to their salary at the time of their retirement or death for one-third the amount of accumulated unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for five (5) weeks.

13.5 When an employee resigns in good standing or is laid off from active service with the City, the employee shall receive an amount equal to their salary at the time of their resignation for one-fourth (1/4) the number of days of accumulated unused vested sick leave up to the maximum; however, the maximum payment shall not exceed payment for three (3) weeks.

13.6 Employees with accumulated unused sick leave in excess of the maximum earned prior to June 30, 1986 may elect upon retirement to use the balance of such excess leave, if any, towards "years of service" as credit under the city's Retirement System.

OPTION 2

13.7 Any unused sick leave earned prior to February 1, 2001 shall be accumulated and become an employee's vested sick leave bank except for those days the employee elected to contribute to their active sick leave bank for FY 01. A regular employee who retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System is entitled to payment for unused accrued sick leave in an amount not to exceed five (5) weeks. A regular employee who dies while employed in active service with the City or who terminates employment shall (in the case of death the employee's estate) be entitled to payment for unused

accrued sick leave in an amount not to exceed one hundred twenty (120) hours. Upon the accumulation of at least two hundred forty (240) hours of sick leave in the employee's vested sick leave bank, an employee may convert sick leave to vacation leave at the ratio of one (1) hour of vacation leave for every two (2) hours of sick leave up to a maximum of forty (40) vacation hours per year. An employees' conversion of sick leave to vacation may result in the employee's accrued vacation exceeding the three hundred sixty (360) hour vacation accrual limit during the fiscal year and this is permissible unless the employee has more than 360 hours on the books on June 30th. If the employee has more than three hundred sixty (360) hours of accrued vacation on June 30th, the employee will forfeit any hours in excess of three hundred sixty (360).

Short Term Disability Benefit

13.8 The following short-term disability plan is implemented for all employees as follows:

a. Description: The short-term disability plan provides for income protection during periods of inability to work due to a serious health condition of the employee (as defined under Section 6.20 Parental, Medical, Family Care and Short-term Family Leave Policy) due to non-work-related sickness or injury.

b. Eligible Employees: Regular full-time and part-time employees with regularly scheduled hours of at least twenty (20) hours per week.

c. Eligibility Period: Employees will become eligible for Short-Term Disability after one year of continuous active employment.

d. Benefit Waiting Period: Employees will be eligible for a short-term disability benefit after an absence from work for a period of ten (10) consecutive workdays.

e. Weekly Benefit: Employees will receive a benefit equal to 75% of their regular compensation.

f. Maximum Period of Benefit: Employees will initially be entitled to benefits for a ninety (90) day period of disability. Consistent with terms of BCO Personnel Ordinance Section 24-2 (Examination of Disabled Employee), during the ninety (90) day period of short-term disability, the employee will be examined by the City's Medical Examiner. If a determination is made that the employee will be unable to return to full employment within six (6) months of onset of illness or disability, the employee will be referred to the Disability Retirement Program at the end of the initial ninety (90) day period. If the Medical Examiner confirms that the employee will be able to return to full duty within six (6) months of onset of illness or disability, the employee will be eligible for continuation of the short-term disability benefit for an additional three (3) months, with a maximum benefit period of six (6) months.

g. Benefit Onsets: Employees may choose to substitute accrued sick, vacation, and/or personal time for unpaid time during the 10-day waiting period and to supplement their short-term disability benefit to provide 100% of compensation.

h. Application Process: In order to be eligible, an employee must provide documentation from a health care professional (as defined under Section 6.20) regarding the existence and diagnosis of the serious health condition and to provide additional certification as requested to confirm continued disability. The employee may also be required to be examined by the City's Medical Examiner to determine the employee's eligibility or their ability to safely perform the job.

i. Return to Work: After the waiting period, if an employee is medically cleared to

return to work and returns to full duty on a part-time basis of at least 4 hours per day, such employee shall receive the short-term disability benefit (75%) for the remaining hours of the work day.

13.9 Family Medical Leave

a) Eligibility. Employees who have been employed with the City for at least 12 months and have worked at least 1250 hours (not including any leave or unpaid time) may be eligible to take FMLA leave for any of the following purposes:

- for the birth of a child (including prenatal care for the mother) and to care for the newborn child;
- for the placement of a child with the employee for adoption or foster care (including court or counseling proceedings necessary for the adoption);
- to care for an immediate family member with a serious health condition;
- because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- for qualifying exigencies arising out of the fact that the employee's immediate family member is a covered military member on covered active duty; or
- for military caregiver leave to care for a covered service member who is the employee's spouse, child, parent, or next of kin and who has a serious injury or illness.

b) Definitions. An "immediate family member" means a child, stepchild, or ward who lives with the employee, foster child, parent, spouse or domestic partner, or parent of the employee's spouse or domestic partner.

A "serious health condition" means an illness, injury, impairment, accident, disease, or

physical or mental condition that

- poses imminent danger of death;
- requires inpatient care in a hospital, hospice, or residential medical care facility;
- requires continuing in-home care under the direction of a physician; or
- requires continuing treatment by a health care provider involving
    - a required absence of more than 3 consecutive calendar days;
    - any treatment or incapacity relating to the same condition that also includes at least two treatments by a health care provider or one treatment with a continuing regimen of treatment;
    - a chronic or long-term condition for which treatment may be ineffective;
    - absences for multiple treatments and recovery if the untreated condition likely would result in incapacity for more than 3 days; or
    - incapacity related to pregnancy or prenatal care.

A "qualifying exigency" includes:

- any issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of **seven** days from the date of notification;
- military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

- certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- making or updating financial and legal arrangements to address a covered military member's absence;
- attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member; or
- any other event that the employee and Employer agree is a qualifying exigency.

A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A "serious injury or illness" for military caregiver leave is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

(c)(1) Amount of Leave. An eligible employee is entitled to take up to 12 weeks of unpaid leave during a 12 month period for the birth or adoption of a child or for the serious health condition of the employee or an immediate family member or up to 26 workweeks of unpaid leave during that single 12 month period for military caregiver leave.

The 12 month period is a rolling period measured backward from the date the employee uses any FMLA leave, such that the employee is entitled to 12 weeks leave in any given 12 month period. The 12 month period for military caregiver leave begins with the first day that military caregiver FMLA leave is taken. Leave for the birth or care of a newborn or placement for adoption or foster care of a child must conclude within 12 months of the birth or placement.

Spouses who are both employed by the City are limited to a combined total of 26 workweeks during any 12 month period for the same birth, adoption, or foster care placement of a child, caring for a parent with a serious health condition, or caring for a covered service member.

13.9(c)(2) Paid Family Leave

1. In accordance with all provisions of this article in terms of eligibility for family leave with regards to standards for qualifying injuries/illnesses, covered purposes and individuals, there also

exists a paid family leave benefit for certain bargaining unit employees. This benefit will be phased in over the course of this agreement pursuant to the following timelines:

Effective July 1, 2022, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources at the employee's regular base wages.

Effective July 1, 2023, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources at the employee's regular base wages. Additionally, qualified employees shall be eligible for four weeks of paid family leave at 60% of the employee's regular base wages.

Effective July 1, 2024, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources. Additionally, qualified employees shall be eligible for eight weeks of paid family leave at 60% of the employee's regular base wages.

2. Employee use of paid family leave will be concurrent, not in addition to, the entirety of the total leave time allowed in this article.

3. If an employee uses any amount of qualified paid family leave and subsequently leaves City employment, their accrued vacation leave (if it exists), will be reduced according to the following schedule:

A. If an employee leaves within 12 calendar months of the last day of paid family leave, the employee's vacation leave accruals will be reduced by the amount of paid family leave used.

B. If an employee leaves within 24 calendar months of the last day of paid family leave, the employee's vacation leave accruals will be reduced by half of the amount of paid family

leave used.

C. If an employee leaves more than 24 calendar months after the last day of paid family leave, the employee's vacation leave accruals will be not be reduced to account for paid family leave used.

4. Paid family leave has no cash value for employees and cannot be cashed out upon separation or for any other reason.

5. Paid family leave shall be available for situations governed by 13.9(i) as it relates to short-term family leave if qualified under the eligibility provisions of this article.

(d) Notice. An employee must notify the City in writing of the need for leave at least thirty days in advance of the date the leave is to begin, if the need for leave is foreseeable. If the need for leave is not foreseeable or not foreseeable that far in advance, the employee must give reasonable written notice as soon as practicable (within one or two days of learning of the need for leave).

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

The notice must include the reason for the leave, the date it is expected to begin, and its estimated duration. The City will respond in writing. While on leave, employees must report periodically on their status and intent to return to work.

(e) Payments. An employee may use any accrued vacation, sick, or other accrued paid time during this leave, but not to extend the leave beyond the 12 weeks (or 26 weeks in the case of military caregiver leave) in any 12-month period.

Employee benefits continue during the leave to the extent required by law.

(f) Certification. For any leave for a serious health condition that is expected to last five days or more in length, medical certification is required. If the certification form is not fully and sufficiently completed or is not returned within 15 days (absent unusual circumstances), leave may be denied or delayed.

For any leave for a qualifying exigency, the employee must provide the City with a copy of the covered military member's active duty orders and certification. For military caregiver leave, the employee must provide the City with a healthcare provider's certification or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA).

Certification should be updated every month, or as requested by HR or the Department Head.

The City may, at its expense, obtain a second opinion by a health care provider of the City's choice, and if that person disagrees with the employee's provider, a third opinion (by a provider jointly chosen by the employee and the City), whose opinion shall be final and binding. The employee may also be asked to obtain a fitness for duty certificate before returning from leave, if the employee was out of work for the employee's own serious health condition.

(g) Return to Work. When the employee returns from FMLA leave, the employee will return to the same job or to one that is equivalent in pay, benefits, and other terms and conditions unless the employee is a "key" employee or had already received or given notice of leaving.

(h) No Retaliation. Employees who take FMLA leave may not be discriminated or retaliated against.

(i) Short-Term Family Leave. In addition to the above leave, an eligible employee is entitled to the following short term family leave in minimum two hour segments:

- up to 24 hours unpaid leave in any 12-month period (but not more than 4 hours in any 30 day period) for any of the following purposes:
- to participate in school activities related to the academic educational advancement of the employee's child;
- to attend routine professional appointments or accompany the employee's immediate family member to them;
- to accompany the employee's parent, spouse or civil union partner, or parent-in-law to other professional appointments related to their care or well-being; or
- to respond to medical emergencies involving the employee's immediate family member.

Employees must make a reasonable attempt to schedule appointments outside of regular work hours, and must give at least seven days prior notice of the need to take leave, except in an emergency. Employees may use any accrued paid time during this short-term family leave.

Bereavement

13.11. The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days ~~immediately following the death~~. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

13.12 Upon the death of an employee's spouse or child, or domestic partner, the employee may request and the Department Head shall grant bereavement leave of up to ten (10) working days consecutively or non-consecutively within twelve (12) months of the death ~~immediately following~~

~~such death without loss of pay~~. Domestic partnership shall be recognized for purposes of this Section when it is determined by the Department Head that the criteria established by the City for recognizing domestic partnerships to establish eligibility for employee benefits have been met.

13.13 Upon the death of an employee's parent, stepmother, stepfather, foster mother, foster father or unmarried live-in partner (mate), the employee may request up to and the Department Head shall grant bereavement leave up to five (5) working days consecutively or non-consecutively within twelve (12) months of the death~~immediately following such death without loss of pay~~.

13.14 The Department Head shall grant, upon the request of an employee, up to three (3) working days bereavement leave without loss of pay upon the death in the employee's immediate family of the employee's father-in-law, mother-in-law, grandmother, grandfather, grandchildren, sister, brother, brothers-in-law, sisters-in-law or other relative who was residing in the employee's household. This leave may be taken consecutively or non-consecutively within twelve (12) months of the death.

13.15 Upon the request of the employee, the Department Head may grant up to one (1) day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein. An employee may use one day of accumulated sick leave to attend a funeral covered by this paragraph that is more than 150 miles away.

13.16 An employee, in addition to the above-defined leave, may utilize vacation leave to supplement bereavement leave.

Jury Leave

13.17 An employee summoned to jury duty will be excused from their work for the required period necessary to perform this duty.

13.18 The employee shall endorse over to the City the compensation which they receive from jury service. An employee who is dismissed from jury service prior to two and one-half (2 1/2) hours before the end of this employee's work shift shall report to work as soon as possible after being dismissed.

13.19 – 13.21 [Reserved].

Leave Without Pay

13.22 Upon affirmative recommendation of the Department Head and approval of the Human Resources Director, an employee may be granted leave without pay for a specified period of time. In accordance with the usage policies, all relevant accrued time must be exhausted prior to unpaid leave time being granted. Leave without pay in excess of thirty (30) days shall require the approval of the ~~City Council~~ Human Resources Policy Committee. At the expiration of a leave without pay, the employee shall return to the same position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation and sick leave shall not accrue.

However, in the event of leave without pay necessitated by sickness or disability, and employee may continue to receive health insurance benefits for a period not to exceed two (2) years.

Elected Office Leave

13.23 Any employee who is elected to a State office shall, upon request, be granted a leave of absence for the duration of the elected term. Provided that an elected office leave does not exceed four (4) months duration, said leave shall not constitute a break in service, vacation and sick leave shall accrue and fringe benefits will be provided. An employee on elected office leave shall be paid

the difference between elected office leave pay received and the amount of straight time earnings lost by reason of such service up to a limit of an employee's regularly scheduled work day. A copy of a paycheck shall be submitted prior to authorization for payment to the employee for the period of leave.

Military Leave

13.24 Any regular employee who has completed the probationary period shall be entitled to military leave without pay as provided by applicable Federal laws under 38 USC Subchapter I, General, §4301 et. seq. and Subchapter II, Employment and Reemployment Rights, and Limitations; Prohibitions, §4311 et. seq.; and applicable State Law, 21 V.S.A. Subchapter 5, Employment Rights for Reserve and National Guard Members, §491 et. seq.

a. In addition, AFSCME employees who are eligible may take up to 12 weeks of leave from employment to deal with "qualified exigencies" caused by the call to active duty of members of the National Guard, Military Reserves, some retirees and regular duty Armed Forces personnel who are deployed to a foreign country in accordance with the federal Family Medical Leave Act as amended, 29 U.SC. 201 et. seq. and its regulations, all as they may be amended from time to time ("FMLA"). Also in accordance with the FMLA, an eligible employee may take up to 26 weeks of leave to care for a member of the armed forces, including the National Guard and Reserves, who is undergoing medical treatment, recuperation or therapy in an out-patient status or is on the temporarily disabled retired list due to a serious injury or illness that occurred while on active duty. Eligible employees are limited to a combined total of 26 weeks of FMLA leave for all qualifying reasons during a 12 month period with the regular 12 week limit applying to other FMLA reasons for leave. The 12 month period shall be on a rolling forward basis and an approved

leave shall begin on the first day of absence.

b. Military Reserve Training or National Guard Service: A regular employee who has completed their probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces, will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period of military leave shall be computed on the basis of the difference between military base pay received including housing, food and other monetary compensation and the amount designated as the straight time weekly salary for the position of the employee. A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of leave.

Personal Leave

13.25 All full time employees shall be allowed two days of personal leave which, along with compensatory time and vacation time, may be used in one (1) hour blocks except when such usage will unduly disrupt the operations of the department. Employees shall request such leave as far in advance as possible but in no event, except for emergency situations, less than one (1) day.

13.26 The City may fill on a temporary basis positions of employees granted a leave of absence and the return of an employee from a leave of absence shall be regarded as just and sufficient cause for the termination of their temporary replacement.

## ARTICLE XIV

Employee Benefits

14.1 The benefits described below are provided to regular, full-time employees of the City. Employees scheduled to work 35 hours or less in an average workweek shall be entitled to benefits on a prorated basis.

Insurances

Hospital and Medical

14.2 The City will make available to all eligible employees health insurance through a self-insured plan or under group insurance policy or policies issued by an insurance company or companies selected by the City. If these benefits are insured or administered by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

14.3 For the term of this Agreement, July 1, 2021~~6~~22 through June 30, 2028~~6~~, the City will make available to all eligible employees health benefits consistent with the terms, conditions and limitations as specified in Appendix B.

14.4 a. Full Time Employees:

Employees shall contribute a set percentage of the total cost of the City's Health Fund Budget (Fund 150) by withholding of a percentage of their regular base pay on a pre-tax basis, based on the following schedule:

Effective July 1, 2022, the total employee contribution shall continue to be 20% of the City's total Health Fund Budget (Fund 150).

Notwithstanding the above, the individual employee contribution shall not exceed 6.95% of an individual employee's base wages in FY27~~3~~ and FY28~~4~~. ~~In FY25, the individual contribution shall not exceed 6.75%. In FY26, FY 27, and FY28 the individual contribution shall not exceed 6.95%.~~ In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds 20 percent, the overage will be credited to the total employee contribution in the fiscal year following the next fiscal year, thus reducing the percentage of wages

required from employees that next fiscal year. For example, an overage credited to the total employee contribution in FY20 would be applied to employee contributions in FY22.

b. Part Time Employees:

To accommodate the terms for proration for part time employees, the City will pay the following percentage of a single, two person or family premium:

For employees who regularly work 20 hours or more but less than 24 hours a week-58%

For employees who regularly work 24 hours or more but less than 30 hours a week -65%

For employees who regularly work 30 hours or more but less than 32 hours a week-75%

For employees who regularly work 32 hours or more but less than 36 hours a week-80%.

~~14.5~~ An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof an annual payment in the amount of $1,000. ~~Payment may be in cash, or deposited in the employee's flexible spending account.~~ An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage and must not be receiving health insurance coverage through the City of Burlington. Notwithstanding, ~~Unless~~, ~~you are a~~ current employees that are~~is~~ c~~urrently a~~overed as a dependent on the City health plan and receiving an opt-out as of the signing of this contract (July 1, 2026 to June 30, 2028) shall be eligible to continue to receive the payment. ~~This election must be made by the employee annually on a form to be provided by the City. The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option.~~ If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless their spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance

through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash out option may cancel their election if the alternative coverage from the other source should become unavailable to that employee at any time. The payment called for under this option shall be payable by the City to the employee in ~~monthly~~ weekly installments.

14.6 Employees who are granted leave without pay due to sickness, childbirth, or accidental disability shall continue to receive benefits under the City's hospital and medical plan for a period not to exceed two (2) years at the City's expense. Employees who are granted leave without pay exceeding two (2) months for any reason other than sickness, childbirth, or accidental disability will be permitted to convert to the regular subscription plan being offered by the insurance carrier on a direct pay basis.

14.7 If prescription birth control pills are not covered by the group medical plan, the City will reimburse employees who are participants in the group medical plan fifty percent (50%) of the cost of prescription birth control pills after the employee provides the City with a receipt for such purchase.

Life

14.8 The City shall provide each full-time employee with a paid group term life insurance policy in an amount equal to twice the salary of the employee at time of death up to a maximum of $50,000. The City shall also provide accidental death and dismemberment coverage for full-time

employees. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Employees may purchase additional life insurance coverage at their own expense at the group rate.

14.9 The City shall maintain a life insurance/burial benefit for retirees so that the amount shall be Ten Thousand and 00/100 Dollars ($10,000.00).

Dental

14.10 The City shall provide a group dental plan, which is included in the health benefit. See Appendix B. New employees become eligible on the first day of the month following their hire date. ~~a minimum of thirty (30) days of continuous employment.~~

14.11 The benefits shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Insurance companies include regular line insurance companies and non-profit organizations. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

Work Related Injury Leave

14.12 An employee who sustains a work related injury, as the result of which the employee is disabled, if so determined by a decision under the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the employee will be paid full pay reduced by the amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal,

state, and local withholding and Social Security and retirement contributions. Work related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

14.13 In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The City shall recover any amount in excess of the employee's work-related disability leave amount, and shall assist the employee in applying for Social Security or other applicable disability. Failure to report Social Security or other applicable benefits shall result in the termination of work-related disability leave.

14.14 City-paid coverage for life insurance and for hospital and medical insurance will continue for the period of time that the employee is on work-related disability leave.

14.15 An employee on work-related disability leave has the right to return to the same position held before being disabled, for a period of up to three (3) years from the date injury occurred provided the employee is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment.

14.16 If an employee suffers a work-related injury, they must have the initial doctor's visit with a City-appointed doctor. If the employee wishes to use their own doctor thereafter, they must file a Form 8 with the City in order to be reimbursed and should do so prior to the visit except in an emergency.

14.17 Once an employee is on work-related injury leave, the City can require a medical examination at three (3) months and six (6) months to determine whether the employee will be able

to return to full duty. If it is medically determined that the employee will not be able to return to duty within one year of commencement of the leave, the employee shall be referred to disability retirement in accordance with the Ordinance. All other rights under this section remain intact.

14.18 Educational Incentive. An employee who has completed their probationary period is encouraged to pursue educational courses and seminars during other than working hours which are designed to upgrade or improve their job-related skill or ability. Employees may apply for credit for a course or seminar, which must be approved in advance by the Department Head, who shall certify that completion of such course or seminar can reasonably be expected to help the employee in the performance of their job. "Course" shall be interpreted as three (3) semester hours, or the quarterly hour equivalent, or a specific subject. "Seminar" shall mean a one-time educational presentation. Upon proof of successful completion of an approved seminar or course (i.e., passing if it is a pass/fail grading system or C or above on a letter grading system), and subject to budgetary limitations, an employee shall be entitled to reimbursement of one-half (1/2) the cost of tuition for an approved course or seminar. Upon proof of the achievement of a B or above on a letter grading system, and subject to budgetary limitations, an employee shall be entitled to reimbursement of the full cost of tuition for an approved course or seminar. Such education reimbursements are limited to one (1) course per semester or one (1) seminar per fiscal year. Permission to participate in this education incentive shall not be unreasonably upheld. Once advance approval of the Department Head is obtained for a specific course or seminar, the City will reimburse the employee for the cost of the course of seminar consistent with the terms of this section and may not at that juncture refuse reimbursement on the basis of "budgetary limitations."

14.19 The City agrees to pay the cost of legal representation for any employee who is the

party to litigation in which it is alleged that, in the course of their employment, the employee acted in a negligent manner. The City reserves the right to provide such representation through its own counsel or to contract for services at the City's discretion.

14.20 Retirement Benefit

a. Contribution – Employees shall contribute to the Burlington Employees' Retirement System (BERS) a percentage of their annual salary. The total contribution required from both the City and employees will be based on the annual system valuation prepared by the City's actuaries.

Effective July 1, 2022, employees shall continue to contribute a percentage so that all employees are contributing 30% (and the City is contributing 70%) of the total contribution required.

Notwithstanding the above, an individual Class B employee's contribution shall not exceed ~~7~~5.~~0~~50% of their eligible wages in FY2~~3~~7, and 7.00% of their eligible wages in FY2~~8~~4, ~~FY25, and FY26~~.

b. Vesting - Effective Jan. 1, 2016, an employee will be fully vested in the Burlington Employee Retirement System after having completed five years of service with the City; there will be no more partial vesting. Any employee or former employee who was partially vested prior to Jan. 1, 2016, shall remain partially vested until the employee has completed five years of service and then becomes fully vested.

c. Withdrawal of Contributions - Any employee who leaves employment and withdraws contributions before vesting shall receive interest paid at a minimum rate of 2% per year, or such higher rate as may be set by BERS.

d. Benefits – Employees covered as of the date of this Agreement retain the current

retirement system benefits in total with the following exceptions: 1) For years of service delivered after July 1, 2006, the ½ COLA option is changed to 1.8 multiplied by years of service; 2) For years of service delivered after July 1, 2006, the No COLA option is changed to 2.0 multiplied by years of service; 3) the COLA will equal the CPI-U Northeast with a maximum cap of 2.75%.

Employees hired on or after January 1, 2006 will have retirement system benefits based on the following: 1). For employees retiring at age sixty-five (65) or thereafter, one and four-tenths (1.4) percent of the employee's average final compensation multiplied by the employee's years of creditable service at age sixty-five (65) not in excess of twenty-five (25) years, plus five-tenths (0.5) percent of such average final compensation multiplied by the number of years of the employee's creditable service at age sixty-five (65) in excess of twenty-five (25) years; 2) the early retirement penalty factors identified in Appendix F shall apply; 3) Retirement COLA shall be determined as specified in the next paragraph; and 4) there shall be no half COLA or no COLA options available for these employees.

For employees who retire on or after July 1, 2018, the retirement COLA will be determined annually by the BERS Board equal to the CPI-U Northeast Region, with a maximum COLA of 2.75%, except if the funding level of the BERS falls below 70% or its assets fail to meet the anticipated rate of return. If either of these circumstances occurs, the BERS Board can reduce or vote for no COLA for the upcoming year. On a yearly basis no COLA will be provided to employees who retire after July 1, 2018, until they reach age 65, unless the BERS is at least 81% funded.

For all employees retiring as of July 1, 2026 and thereafter, in lieu of reaching a normal retirement age of 65, where the sum of an employee's qualifying years of service and their age in

years, both in whole numbers, is equal to or greater than 85 points, so-called, such employee may retire and receive a full normal benefit as if they had attained age 65 under the applicable benefit formula for their date of hire as described in sub-section d.) (Benefits) hereof. For clarity, the actuarial reduction for early retirement schedule as described in sub-section f). (Actuarial Reduction for Early Retirement) hereof shall not apply in the case of an employee who meets or exceeds 85 points. If an employee does not attain 85 points and retires prior to age 65, their benefit shall be reduced according to such schedule.

e. Average Final Compensation - All employees hired after June 7, 2011 (the date of execution of Agreement), will have their Average Final Compensation (AFC) determined on the basis of their five (5) highest earning years. For employees hired before June 7, 2011 (the date of execution of Agreement), the standard will remain the three (3) highest years except that if an employee has received a pay raise equaling 10% or higher in any year of the employee's last five (5) years of employment, the AFC for such an employee shall be based upon the five (5) highest years of compensation.

f. Actuarial Reduction for Early Retirement - The calculation of the Actuarial Reduction for Early Retirement shall be as follows:

i) Regardless of hire date, there will be no change in the early retirement calculations for employees aged 60-65. If such qualifying employee was hired before January 2006, that employee will receive a 2% per year reduction for each year under the age of 65. If such qualifying employee was hired after January 2006, that employee will receive the full actuarial reduction as per Appendix G;

ii) If retirement benefits are commenced within 6 months from the execution date of

this Agreement (June 7, 2011) and not later, by an employee hired before January 2006 who is between the age of 55 through 59, such qualifying employee will receive a 2% per year reduction for each year under the age of 65, consistent with current early retirement calculations for such qualifying employees. Effective December 7, 2011 (6 months after the date of execution of this Agreement), if retirement benefits are commenced at age 55 through 59, all such employees, regardless of hire date, will receive the full actuarial reduction as per Appendix G except as provided below in subsection iii.

iii) If prior to December 7, 2011 (6 months after the execution date of this Agreement), an employee hired before January 2006 has a total of qualifying years of service and age equal to or greater than 82, then effective as of December 7, 2011, such a qualifying employee may commence receipt of retirement benefits at age 55 through 59 and receive a 4% per year reduction for each year under the age of 65 rather than the full actuarial reduction.

| Age | Percent of Penalty |
|---|---|
| 55 | 40% |
| 56 | 36% |
| 57 | 32% |
| 58 | 28% |
| 59 | 24% |

14.21 Disability Retirement

The processing of disability claims will continue to be in accord with current practice, but this practice is incorporated into this agreement as follows:

As defined by ordinance, a claimant for disability will be obligated to establish through the City Medical examiner that the complainant is unable to perform the functions of the job then assigned. If this medical testimony is accepted by the Retirement Board the employee will qualify for

disability retirement for a period of two (2) years. However, within six (6) months of the initial disability determination the employee must file an application with the Social Security Administration for a determination of disability under Social Security standards (able to perform any job in the economy). If no such application is made within six (6) months the individual will be removed from disability unless the application deadline has been extended by the Board for good cause shown. If the application to Social Security is granted, the individual will remain on disability retirement, with the appropriate offset as defined by the Retirement ordinance, until normal retirement age unless medical conditions materially change. Each year on medical disability will then count as a year worked for the City for purposes of calculating a normal retirement benefit when the age of retirement is reached.

If, on the other hand, the individual is not approved for Social Security disability, the individual will be removed from disability retirement at the end of two (2) years unless the individual has appealed the initial Social Security determination. If an appeal is taken, the individual will remain on disability retirement for an extra six (6) months. Thereafter, the individual is removed. However, if the initial negative Social Security determination is reversed on appeal the individual will be reinstated.

For disability claims filed on or after execution of the Agreement that begins on July, 1 2009, the disability retirement income will be 66 2/3% of base pay.

Notwithstanding the foregoing, an employee who suffers a disability resulting from an off the job activity, will not be eligible for disability retirement unless the employee has been a regular city employee for two years preceding the date of injury. Except for those employees currently receiving disability retirement benefits as of July 1, 2018, an employee on disability retirement

because of a non-work-related condition shall cease to accrue service credit towards retirement after two years on disability retirement.

## ARTICLE XV

Discipline

15.1 An employee who has completed their probationary period shall not be disciplined, suspended or discharged except for just cause. Such action by the City shall be subject to the Grievance and Arbitration Procedures of this Agreement.

15.2 In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with restoration of seniority rights and pay for the time lost.

15.3 Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (notice in writing), demotion, and discharge. The measure of punishment shall in all cases be properly and reasonably related to the severity of the offense. If an employer has reason to reprimand an employee, it shall whenever possible be done in a manner that will not embarrass the employee before other employees or the public.

15.4 An employee shall have the right to have a union representative present whenever the employee is to be disciplined in any action which is intended to result in either written documentation thereof, suspension or discharge. The City shall inform an employee of such right prior to taking such disciplinary action.

15.5 No written material concerning an employee's conduct, service, character or personality shall be placed in the employee's personnel or performance evaluation file unless the employee has had an opportunity to read the material. The employee shall acknowledge that they

have read such material by affixing their signature on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed, and does in no way indicate agreement with its contents. The employee shall have the right to answer any material filed and their answer shall be attached to the file copy. The employee shall subsequently have the right to see and/or reproduce any documents they have signed. At the employee's request, a copy of any written reprimand material placed in the employee's personnel file(s) shall be sent to the President of Local 1343.

15.6 Records of disciplinary action resulting in oral reprimands or written reprimands only shall automatically be removed from the employee's personnel and/or performance review files if after one year from the date of such record entry there has been no other record entry regarding disciplinary action or complaints regarding the employee. Records of disciplinary action resulting in other sanctions shall automatically be removed from the employee's personnel and/or performance review files if after three years from the date of such record entry there has been no other record entry involving disciplinary action or complaints regarding the employee. Upon removal of disciplinary records under this section, said records will be forwarded directly to the employee. Notwithstanding the above, materials relating to a "major offense" shall not be removed from the file. For purposes of this section, a "major offense" shall mean conviction of a crime involving moral turpitude, or either a conviction or an administrative adjudication finding that the employee participated in discriminatory behavior, including sexual harassment, the excessive use of force, the violation of another's civil rights or acts involving dishonesty or theft. This provision is only applicable to events occurring after July 1, 1996.

15.7 The principle of progressive discipline shall typically be used in cases of

misconduct; however, there are appropriate times when steps within the progressive discipline process may be skipped due to the severity of the misconduct.

15.8 No Union member shall suffer discipline without just cause because they refused to perform a task, directive, or job duty that carries with it exposure to unreasonable levels of danger to themselves, their co-workers, or the public. If and when a Union member is ordered to perform a task or directive that is outside the mundane and traditional job duties that said worker asserts exposes them to an unreasonable level of danger, the worker asserting this concern shall first contact their Union Steward. The worker shall remain on the worksite during this process. If the Steward reasonably affirms their concern about the danger posed by such potential action, the Steward shall immediately inform the ranking Manager in the chain of command. If the Manager agrees that the task carries undue danger the task shall not be carried out until such time as the dangers are mitigated. If the Manager does not agree with the Steward's safety concerns, the Union member in question may be ordered to carry out the task. If the Union member still refuses to carry out that order due to safety concerns, the City may seek to impose discipline according to just cause standards. Such immediate disciplinary action may be challenged through the regular Grievance Procedure as the Union sees fit.

## ARTICLE XVI

Grievance Procedure

16.1 A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the City involving the meaning, interpretation or application of the express provisions of this Agreement, or a claim that the City has taken disciplinary action without just cause.

16.2 The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, limited service days, and holidays on which City Hall is closed. The term "Division Head" as used in this Article shall refer to those individuals having supervisory responsibilities and being specifically designated by their supervising Department Head to act in an administrative capacity in attempting to resolve grievances brought under this Article when grievances involve individuals reporting to the designated Division Head.

16.3 No grievance shall be processed unless it is submitted: (a) within ten (10) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence or reoccurrence of the event giving rise to the alleged grievance; except (b) by the end of the second business day after the Department's action in the case of a disciplinary suspension, discharge or layoff from work. If a grievance is not presented within the time limits set forth above, it shall be considered "waived".

16.4 A grievance shall be processed in the following manner. Related grievances may be consolidated and processed as a single issue, and shall only be processable beyond Step 1 of the grievance procedure by or in conjunction with the union representative. Every effort will be made to resolve the grievance at the lowest possible level.

Step 1. The employee and/or their representative shall present their grievance to their immediate supervisor. If the immediate supervisor cannot make solution satisfactory to both parties within one business day, the employee shall resume their regular duties. If the dispute involves the employee's workload or schedule, they shall continue to work as assigned until the dispute shall be resolved. The employee shall prepare a written statement of the grievance which shall be submitted to the Division Head (where applicable under the definition in Section 16.2) or the Department Head

within three (3) business days after receipt of the immediate supervisor's answer. The grievance shall state the complaint and the action requested. The Division Head (where applicable under the definition in Section 16.2) or the Department Head shall, within five (5) business days of receipt, attempt to negotiate a settlement or adjustment of the grievance with the employee. If a satisfactory settlement cannot be reached within said period, the Division Head or the Department Head (whichever acted in accordance with previous sentence) shall render a written decision within three (3) business days, and forward a copy of the decision and the grievance to all parties. If it is the Division Head who made the decision, a copy shall also be sent to the Department Head who shall also, within five (5) business days of receipt attempt to negotiate a settlement or adjustment of the grievance with the employee. If a satisfactory settlement cannot be reached within said period, the Department Head shall also render a written decision within three (3) business days, and forward a copy of the decision to the Human Resources Director.

Either Department Head or grievant may request that the Human Resources Director intervene in an effort to resolve the grievance. In such case, the Human Resources Director shall attempt to negotiate a settlement or adjustment of the grievance with the employee during a period of seven (7) business days after receipt of the decision of the Department Head or during such longer period as the parties may agree upon. If a satisfactory settlement cannot be reached within said period, the Human Resources Director shall render a written decision within three (3) business days after the end of the said period and deliver a copy thereof to the parties.

Step 2. If the Human Resources Director is unable to negotiate a settlement or adjustment of the grievance, or if none is requested as provided for herein, the union may submit the grievance for appeal within ten (10) business days of receipt of the decision by the Department Head. If the

grievance arises in either the Police Department or the Fire Department, the appeal of the grievance will be submitted to the Chair of the Commission of the respective department with copies to the Department Head and the Human Resources Director. All other appeals will be submitted to the Chairperson of the City Council Human Resources Committee (HRC) with copies to the Department Head and the Human Resources Director. A hearing shall be scheduled at which both parties may present their positions on the grievance. The Commission or HRC shall receive from the Human Resources Director prior to the hearing a copy of the grievance and any denials and responses thereto as well as any relevant portions of the Agreement. The Commission or HRC shall render a written decision within seven (7) business days after receipt of the grievance from the employee.

Step 3. If the grievance is not resolved as a result of the written decision of the Commission or the HRC, the Union may proceed to arbitration under Section 16.6. The fees and expenses of the Arbitrator shall be borne equally by the parties. Except as specified in Section 19.2 of this Agreement each party shall bear the expense of its representatives and witnesses.

16.5 If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and the union representatives involved in each step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, limited service days, and holidays on which City Hall is closed.

16.6 The Union, upon written notice to the City within thirty (30) days following the

unsuccessful consideration of the grievance by the Commissioners or the HRC, may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement. Arbitration is possible only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the provisions of this Article. If the City and the Union are not able to agree on the selection of an arbitrator within a period of seven (7) business days after the date of such written request, such grievance may be referred by either party to the Federal Mediation and Conciliation Service for selection of an arbitrator in accordance with the rules of the service and using the alternate, strike out methodology. If the grievance is not so referred within thirty (30) business days after the request for arbitration, it shall be considered settled and shall not longer be subject to the grievance or arbitration provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

16.7 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and they shall have no power to add to or subtract from, alter or modify any of said provisions.

16.8 An aggrieved employee shall be entitled to have a Union representative present to assist them at all stages of the grievance procedure.

## ARTICLE XVII

Uniforms and Tools

17.1 All employees who are required to wear a work uniform or protective garment or footwear shall wear the work uniform or protective garment or footwear as determined by the

appropriate Department Head while on the job and regularly clean such uniforms at each employee's expense.

17.2 All non-probationary eligible employees shall be credited with a uniform/clothing account in the amount of $425.00 or $500 for each fiscal year of this Agreement, which, for any amount not actually spent on a necessary work uniform or protective garment, shall be prorated for the fiscal year in which an employee is hired or leaves employment. Reference Appendix A for eligible roles and their eligible amount. Employees who are required to wear a uniform or protective garment shall receive an additional $10075.00 each fiscal year. In addition, employees for whom safety footwear is necessary (except those for whom the Department already provides footwear of equal or greater quality directly) shall receive an additional $35000 per fiscal year. Employees shall purchase, on an as-needed basis, uniforms, winter jacket, safety footwear or other work-related apparel approved by the Department Head or their designee.

Employees may designate on their pay report the week during July or August in which they wish to receive ~~in their paycheck~~payment for the portion of the clothing allowance which will not be used to purchase through the City uniforms, winter jackets, safety footwear or other related apparel. If the employee does not timely make a request for payment as described herein, the City will automatically issue the clothing allowance payment not allocated for uniforms, winter jackets, safety footwear or other related apparel, in the standard paycheck for the last week of August.

Any such sum issued to employees shall be taxed by the City as if it is regular income to the employee.

Where the full amount of an employee's clothing allowance is not applied to the purchase

of City uniforms or necessary protective wear, etc., the employee shall ensure that the clothing allowance is used to purchase sufficient uniforms, etc., to be properly clothed at work.

A Department may agree with its employees to provide for uniforms, cleaning allowances, non-uniform clothing purchases or other arrangements different from those set forth herein. Any such arrangement shall be agreed to by and between the Department and the Department Union Steward, and shall be approved by the City and the Union President.

17.2(a) Parking Attendants– Notwithstanding the above, Parking Attendants will receive this benefit on a prorated basis based on the number of hours worked as more fully described in Article XX. Parking Attendants will be required to wear shirts designated by the Department of Public Works and the cost of these shirts will be subtracted from the clothing allowance. Parking Attendants are required to wear closed toe shoes while working.

17.3 An employee whose safety footwear is destroyed through no fault of the employee while the employee is engaged in City work may receive another pair of safety footwear. Employees required by the City to wear safety glasses shall be ~~provided one (1) pair of basic frames and lens from a vendor to be selected by the City~~ reimbursed up to $200 for prescription safety glasses (when prescribed by a medical professional and receipt provided) or $35 for the purchase of non-prescription safety glasses. All safety glasses are required to meet the ANSI Z87.1 safety standards for eye protection.

17.4 The term tool shall include tools, equipment or machines, not including vehicles, fixtures or office equipment, necessary to perform the duties of a job.

The City shall own all tools routinely used in the performance of a job. The use of tools which are not owned by the City shall be only as previously authorized by management.

City owned tools shall not be used for other than official City activities without the prior authorization of management.

All employees shall exercise due care when using City owned tools. Employees are responsible for tools in their possession and under their control. It shall be the responsibility of all employees to be familiar with and abide by all tool policies issued by their particular departments, as authorized below.

The City shall replace tools lost or damaged in the following circumstances:

a. fire
b. theft, when properly secured
c. breakage with normal use
d. normal wear and tear
e. as otherwise determined by the Department Head

The employee shall be responsible for tools lost or damaged in the following circumstances:

a. employee negligence or carelessness
b. employee abuse, misuse
c. employee tool policy violation

Each Department shall devise its own tool policy, not inconsistent with the foregoing and addressing the following issues:

a. inventory, storage and security
b. employee access and possession
c. transfers between or among employees within the Department
d. lending between or among Departments
e. lending to outside entities, not part of the City
f. use of non-City owned tools
g. other issues as determined appropriate by each Department.

All tool policies devised by Departments shall be agreed to by and between the Department and Department Union Steward, and shall be approved by the City and the Union President.

## ARTICLE XVIII

Employee Parking and Commuter Benefit

18.1 The City shall provide ~~to employees working in City Hall and the Ethan Allen Firehouse a Commute Smart Card providing twenty (20) days per month of no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and five (5) days of bus transportation per month. This Smart Card shall be transferable among eligible employees. Employees shall also be eligible for a guaranteed ride home in emergency situations, as determined by the employee's supervisor.~~

~~18.2 The City shall provide to part time Library employees a pro-rated portion of twenty (20) days per month of a Commute Smart Card providing no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and a pro-rated portion five (5) days of bus transportation per month. The pro-ration of these transportation benefits will be based on the number of hours the part-time Library employee is regularly scheduled to work. This Smart Card shall be transferable among eligible employees.~~all regular or limited service, full-time and part-time employees with a pass to park during their work shift in a City designated parking garage or provide bus transportation to and from work.

## ARTICLE XIX

Union Representatives

19.1 A list of Union Stewards or other representatives shall be furnished to the City

immediately after their designation, and the Union shall notify the City of any changes. Grievance Committee persons shall not exceed one (1) from each department or division within public works, plus the President or their designee.

19.2 Union representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjustment meetings, negotiation sessions or other authorized City-Union meetings. Permission to attend such meetings shall not be unreasonably withheld. Compensation for attendance at negotiation sessions, shall be limited to the Union President or their designee and up to nine (9) Union stewards.

19.3 The Union President shall be afforded forty (40) hours of paid leave time per month to attend to Union business during regular working hours. All other Union business undertaken by the Union President shall be addressed during non-working hours unless pre-approved by the Department Head. Notwithstanding, Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.

19.4 Grievance adjustment meetings will be scheduled by the City at a time that is reasonable for both parties and that minimizes or avoids lost working time.

19.5 Up to seven Union stewards and the President, Vice President, Treasurer and Recording Secretary of the Union shall be entitled to two (2) days per year paid leave for the purpose of attending Union-related conferences or workshops. Each such day shall be taken as a whole and may not be divided into hours or partial days or transferred to another person.

19.6 Representatives of the Union shall, upon prior request, be admitted to the premises during working hours provided that such visits are not abused and do not interfere with the performance of duties assigned to the employee. The International Union Representative shall

likewise have access to the premises upon the above conditions provided that the City is given written notice as to the name of such International Representative and is further notified with respect to any change in the individual serving in such capacity.

19.7 Announcements shall be posted in conspicuous places where employees leave or enter the premises. Provided that adequate space is available, each department covered by this Agreement shall allow the Union to place a Union bulletin board on such space. The Union will construct and maintain the Union bulletin board at its own expense. All materials pertinent to the Union may be placed thereon.

19.8 The City shall provide one hundred and fifty (150) ~~sufficient~~ copies of this Agreement ~~to have at least one for each member of the Union~~ within ninety (90) days of the second party's execution of the Agreement. Thereafter, a~~A~~ copy of the contract shall also be available on the City's website. If this Contract is not printed directly, in house, it shall be printed by a unionized shop, when one is available, in the State of Vermont or an out-of-state union print shop agreed upon by the Union President and the City.

19.9 A Union Steward, or designee of the President, will be afforded one hour after each standard HR Orientation, on the clock, to meet with all new bargaining unit employees in order to go over the rights and responsibilities of the Collective Bargaining Agreement.

19.10 If as a matter of City policy, non-union management employees receive a better or more generous healthcare, dental, vision, or pension benefit, or aspects of said benefits, all Union members shall be offered said benefits too.

19.11 Bi-Annual Union Meetings: As needed, the Union shall be allowed no more than two (2) hours, two (2) times per year, to hold a Union meeting during regular work hours. The Union

representative shall, in writing to the Director of Human Resources request this meeting. This meeting is strictly to discuss Union business and if it has concluded in less than two (2) hours employees shall report back to work. In the case of Emergency Situations this meeting may be postponed. Employees who opt to not attend the meeting shall continue their previously assigned task(s). Essential City services, as defined by the City such as continuity of operations at the City Water and Wastewater Plants and 911 Emergency Communication Specialists shall remain staffed during such Union meetings but such staffing may be done by Supervisors, Management, and/or non-Union personnel where practical and available. A video meeting option may be made available to employees through City accepted/used communication platforms (Teams, Zoom, etc.).

ARTICLE XX

RESERVED

ARTICLE XXI

Final Resolution and Duration of Agreement

21.1 This Agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior contractual agreements unless expressly stated to the contrary herein. It shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.

21.1 A Notwithstanding the provisions of Section 21.1 above, the parties agree that the Memorandum of Agreement (MOA) between them dated March 29, 2012, concerning the Water Plant Operators and Water Plant Mechanics remains in effect after execution of this Agreement until changed or altered by the parties. The parties have agreed that the current grievance concerning the Chief Operator is dropped. The Chief Operator may count as an operator under the MOA during the

Chief Operator's regular hours, which are generally between 7:30 am and 4:30 pm Mon. to Fri., but will only fill shifts outside that time if no bargaining unit operator is available.

21.1 B The Union and City agree to meet and discuss the tiering of certain bargaining unit positions before July 1, 2023. If the parties do not come to agreement on how to proceed, each retains all of their rights otherwise guaranteed in this agreement, in state law, and in City ordinance and policy.

21.2 The City and the Union agree to meet no later than March 1 immediately preceding expiration of this agreement for the purpose of a simultaneous exchange of proposals. The parties further agree that no new proposals shall be submitted upon conclusion of the second negotiations session following the initial exchange.

21.3 Written notices referred to in this Agreement shall be delivered to the City Labor Attorney and to the President of the Local Union, respectively, by certified mail, return receipt requested.

21.4 This Agreement shall be effective as of the first day of July, 2026~~2~~, unless otherwise noted and shall remain in full force and effect until the 30th day of June, 2028~~6~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as set forth in this article and this Agreement shall remain in full force and be effective during the period of negotiations and until the new Agreement is signed by the parties.

21.5 All direct-deposit employees shall only receive electronic paystubs, detailing information such as employee gross and net wages, deductions, and leave accruals.

## ARTICLE XXII

Termination and Legality

22.1 If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

## ARTICLE XXIII

Relationship with other Laws and City Personnel Policy.

23.1 State and Federal Laws – The obligations of the Agreement shall be superseded by the City's obligations under federal laws, including but not limited to, the American's With Disabilities Act of 1990; the Age Discrimination Act of 1967 and 1975; the Civil Rights Act of 1866 and 1871; the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Employment and Re-employment Rights of Members of the Uniformed Services of 1990; and all applicable Vermont laws, including but not limited to, the Fair Employment Practices Act; all as they may be amended, but only to the extent necessary for the City to be in compliance with such laws. Notwithstanding the above, if the Union has negotiated a benefit into the Agreement, and a state or federal law is enacted or amended which only requires the City to provide a lesser level of benefit, this section shall not be construed to deny the Union the value of the benefit negotiated into the Agreement.

23.2 To the extent that this Agreement addresses issues that are also addressed by the City's Personnel Policy, the language of this Agreement shall control and the City’s Personnel

Policy shall not be looked to for the purpose of supplementing or diminishing any provision of the Agreement.

23.3 It is understood and agreed that the City made changes to its Personnel Policy effective January 1, 2009, the City gave notice to AFSCME of those changes, and the parties bargained regarding those changes as appropriate. AFSCME accepts those changes as stated in the City Personnel Policy effective January 1, 2009 except as stated below in section 24.4. In particular, but not by way of limitation, AFSCME accepts and agrees to the disciplinary procedures outlined in the City's Domestic Violence Policy, Drug Free Workplace Policy, Prohibition of Illegal Drugs and Alcohol at Work and Testing of Employee and the Drug and Alcohol Testing Policy and Procedures **f**or Employees Holding Commercial Drivers Licenses.

23.4 AFSCME and the City agreed that the following additional provisions would be applicable to AFSCME employees under the Personnel Policy's Drug and Alcohol Testing Policy and Procedures **f**or Employees Holding Commercial Drivers Licenses.

*DRUGS*

*Consequences of a Positive Drug Test*

*If an employee's test result is positive, the employee may request that the remainder of the split test be analyzed. If this second analysis result is negative, the City shall pay for second analysis. If this second analyses result is positive, the employee shall pay for second analysis. If the employee must pay for the second analyst, the City has the right to withhold the cost of the second analysis from the employee's paycheck.*

23.5 Driver's Licenses/Motor Vehicle Records

The City shall confirm at its convenience, but at least once per year, that employees required to have valid driver's licenses per their job description do in fact possess them. Additionally, employees convicted of driving while intoxicated/under the influence of intoxicants (DWI),

reckless endangerment, careless and negligent operation, and/or who received 10 or more points on their license at a single time or had their licenses suspended for related offenses are prohibited from driving a City vehicle or their own vehicle on City business unless explicitly authorized by the City for a period of three years from the qualifying incident(s). This provision will only be prospectively applied for all employees employed as of July 1, 2022, and any past issues of this nature will not be the subject of discipline or the loss of driving privileges in the course of employment.

When requested by the City, employees shall complete an authorization form to allow the City's insurance provider to receive information concerning motor vehicle reports and driver's license statuses for bargaining unit employees. The City, in accordance with the Fair Credit Reporting Act, will not receive any information the insurer obtains from the authorization form concerning the motor vehicle reports of bargaining unit members, including but not limited to accidents, past citations, and driver's license suspensions.

The City's insurer will transmit to the City the names of employees who have valid driver's licenses and motor vehicle records not containing any of the above enumerated issues, as well as the names of employees who do not possess a valid driver's license and/or who have motor vehicle records issues as described above.

The City shall immediately address situations in which employees cannot meet the above standards. The City will immediately ensure that employees without valid driver's licenses or with the above-described motor vehicle records issues are barred from operating motor vehicles in the course of their employment. The City will engage the employee and the Union about how to address the employee's inability to perform the essential functions of their job due to the inability to operate a motor vehicle, examine and discuss alternative accommodations, and the City may pursue potential discipline consistent with this collective bargaining agreement. This

section shall not apply to Commercial Driver's Licenses required by an employee's job description.

23.6 Global Position System Utilization

1. The City may use Automatic Vehicle Location, telematics, and Global Position System (GPS) and any evolution of these technologies for operational and programmatic purposes on certain City vehicles.

2. Monitoring of employees will be limited to legitimate operational/business purposes.

3. City will provide notice to affected employees of automatic vehicle location systems in their City vehicles. Employees will acknowledge receipt of this notice in writing.

4. The City will provide forty-five (45) days' notice to AFSCME of its intent to utilize any new technology, not identified above, that may impact terms and conditions of employment. AFSCME may, during this forty-five (45) day period, request to engage in bargaining over the impact of the City's decision.

5. Data from electronic monitoring systems may only be utilized as part of a disciplinary investigation into potential misconduct and/or to discipline employees pertaining to the performance of their job duties if a complaint brings an employee's conduct into question. Management may not proactively monitor the GPS locations of employees for disciplinary purposes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of July 2026~~2~~, by their duly authorized representatives.

In the presence of: CITY OF BURLINGTON

_____ By: _____

Witness

Emma Mulvaney-Stanak~~Miro Weinberger~~,
Mayor

_____
Witness

In the presence of:

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, Local 1343

_____
Witness

By: _____
~~Ron Jacobs~~Colby Delaire, Local President

_____
Witness

By: _____

By: _____

By: _____

By: _____

**Resolution Relating to**

RATIFICATION OF TENTATIVE AGREEMENT AND AUTHORIZATION TO EXECUTE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BURLINGTON AND AFSCME (July 1, 2026 – June 30, 2028)

**RESOLUTION** 7.4
Sponsor(s): Bd. of Finance
Introduced: 07/13/26
Referred to: _____

Action: adopted
Date: 07/13/26
Signed by Mayor: 07/14/26

## CITY OF BURLINGTON

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

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

That WHEREAS, the City and the American Federation of State, County and Municipal Employees (AFSCME), have been negotiating the terms and conditions of a successor agreement to the Collective Bargaining Agreement that will expire on June 30, 2026; and

WHEREAS, the negotiating teams of the parties have reached a Tentative Agreement for a new two year agreement, effective retroactively to July 1, 2026; and

WHEREAS, the AFSCME members have ratified this Tentative Agreement on June 24, 2026;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies and authorizes Mayor Emma Mulvaney-Stanak to execute a Collective Bargaining Agreement between the City and the AFSCME for a two year period from July 1, 2026 to June 30, 2028, in substantially the form attached hereto, subject to the final review and approval of the City Attorney and Chief Administrative Officer

KS/Resolutions 2026/*Ratification of Tentative Agreement and Authorization to Execute Collective Bargaining Agreement Between the City of Burlington and AFSCME (July 1, 2026 – June 30, 2028)*
07/08/26

* * * * * * * * * * * * *

ORIGINAL

**DISTRIBUTION:**

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

HR

RESOLUTION RELATING TO

Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And AFSCME (July 1, 2026 - June 30, 2028)

**Adopted by the City Council**

July 13, 20 26

Clerk

Approved July 14, 20 26

Mayor

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

**Attest:**

Lori Olberg
Council and Licensing Coordinator

* * * * * * * * * * * * *

# Burlington's Chief of Police Search

## Update to City Council

## July 13, 2026

# Status Update

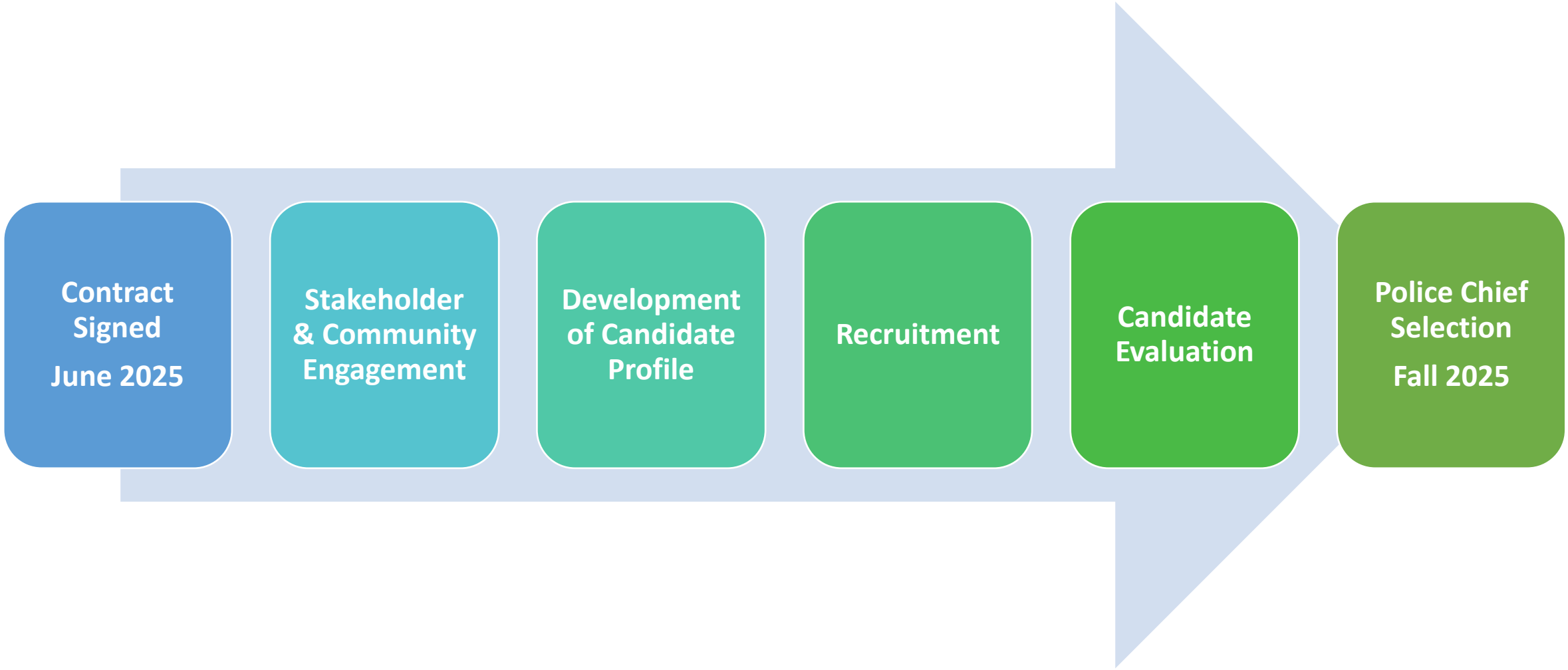
- **15 applications** received (posting period May 18 - June 5)
- IACP narrowing down applicant pool and conducting full assessments
- Hiring Committee formed to conduct **interviews July – August**
- Goal to have final candidate by September

# Recap of Process to Date

Candidate search conducted in partnership with the **International Association of Chiefs of Police (IACP)**

- World's largest professional association for police leaders (35,000+ members in >180 countries)
- 501(c)(3) nonprofit based in Alexandria, Virginia
- Advances the policing profession through advocacy, research, outreach, and education

# Timeline and Milestones



# Timeline and Milestones

## Phase 1: Stakeholder and Community engagement

- ✓ **Site visits**
- ✓ **16 stakeholder interviews** (Mayor's Office, BPD, City Council, City government)
- ✓ **4 focus groups** with local organizations
- ✓ Online **community survey** in 10 languages

# Focus Group Discussions: Overview

Conducted with **8 local organizations** in January 2025

Organized around **4 themes**:

- Faith and Clergy
- Youth Services, Family, Children and Legal Aid
- Organizations Supporting Immigrant Rights
- Racial Equity, Inclusion & Belonging

# Focus Group Discussions: Faith & Clergy

**Participants:** First Congregational Church, First Unitarian Universalist Society, Vermont Interfaith Power & Light

**Need for: Unifying, empathetic leadership**

- Deep understanding of systemic challenges, social services & available resources
- Fear-driven leadership viewed as counterproductive
- Ongoing homelessness & community stability as core concerns

# Focus Group Discussions: Youth & Family

**Participants:** Spectrum Youth & Family Services, King Street Center

**Need for: Community-informed leadership**

- Strong understanding of youth and family dynamics, trauma-informed practices, & safety needs of diverse populations
- Focuses on building trust & strong inter-organizational partnerships
- Implements coordinated strategies to address homelessness, mental health & substance use

# Focus Group Discussions: Immigrant Support

**Participants:** US Committee for Refugees and Immigrants (USCRI-VT), Vermont Asylum Assistance Project (VAAP)

**Need for: Leadership knowledgeable about immigration**

- Thorough understanding of nuanced documentation processes
- Prioritizes language access & cultural competency in service delivery
- Pursues efforts to build trust within immigrant communities
- Works to align with AG & SAs on immigrant-related legal frameworks

# Focus Group Discussions: REIB

**Participants:** Office of Racial Equity, Inclusion and Belonging (REIB)

**Need for: Trust-based leadership**

- Prioritizes cultural competence in all police interactions
- Uses strategies to build trust, foster inclusion, and support vulnerable populations (e.g., mentorship programs)
- Clearly defines role of police department in relation to immigration enforcement to address community fears about ICE

# Community Survey: Overview

Online survey from **November 1 - December 12, 2025**

- Publicized via FPF, Mayor Email, City website, REIB, Mayor Meet Ups

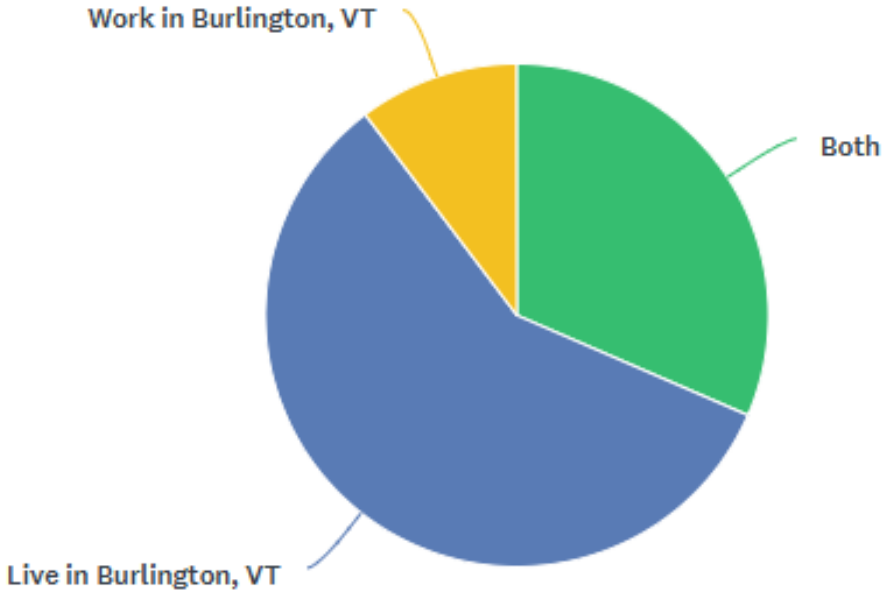
Offered in **10 languages**

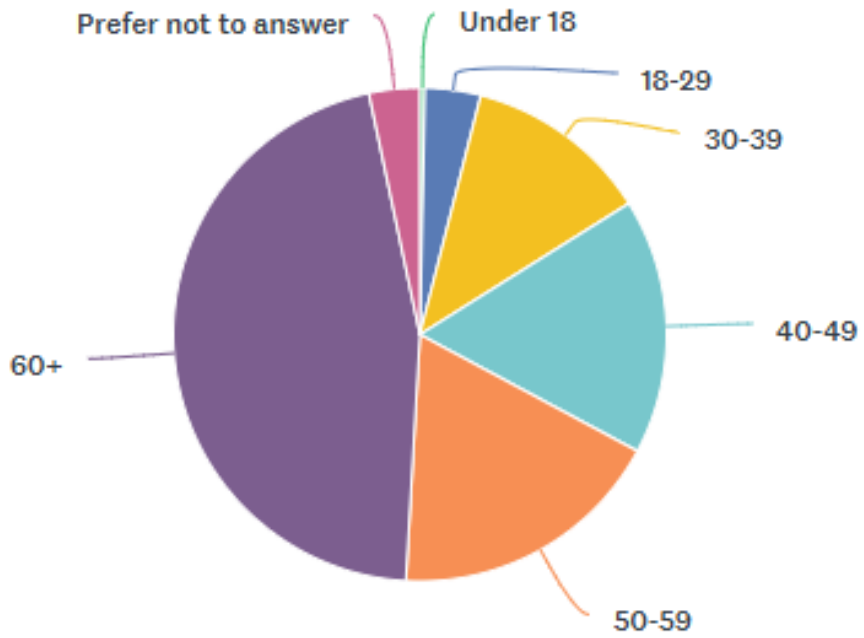
- English, French, Spanish, Maay Maay, Vietnamese, Swahili, Nepali, Kirundi, Burmese, Arabic

Received **603 responses**

# Community Survey: Who Responded

Most respondents are residents and many live & work in Burlington




Respondents are primarily older adults

# Community Survey: Responses

Respondents were asked to choose **most important skills, qualities, and priorities** for next Burlington Police Chief to have

| Top 5 Qualities / Skills | Top 3 Priorities for Next 2-3 Years | Top 3 Crime / Law Enforcement Priorities |
|---|---|---|
| 1. Commitment to law and order<br>2. Ethical and trustworthy<br>3. Record of reducing crime<br>4. Conflict resolution / de-escalation<br>5. Community focused | 1. Crime reduction<br>2. Community policing and engagement<br>3. Crisis, advocacy, intervention programs and mental health | 1. Drug enforcement<br>2. Violent crime<br>3. Property crime |

# Recruitment: Candidate Profile

**Successful candidate will demonstrate experience with:**

- Implementing community-oriented policing.
- Working across a diverse community by building collaborative partnerships.
- Working in an immigrant community similar to Burlington's.
- Working in political structure similar to Burlington's Mayor form of government & police commission.
- Working with a police commission & supporting its initiatives to enhance public trust in law enforcement.

# Recruitment: Candidate Profile

**Successful candidate will demonstrate ability to:**

- Be adaptable, responsive, and accessible leader and build leadership capacity within BPD through mentoring, coaching & succession planning.
- Effectively use data-driven methods & community policing strategies.
- Develop collaborative, balanced approaches to homelessness, mental health & substance use disorder.
- Undertake leadership development & accession planning across an agency of BPD's size/scope.
- Implement successful recruiting strategies that mirror the demographics of Burlington's community.

# Recruitment: Strategies

Candidate profile → **recruitment brochure**

**National search**, publicized in various outlets:

- IACP Career Center & national list serve
- Hispanic American Police Command Officers Association (HAPCOA)
- National Organization of Black Law Enforcement Executives (NOBLE)
- National Association of Women Law Enforcement Executives (NAWLEE)
- New England Association of Chiefs of Police (NEACOP)
- State-specific organizations

# Candidate Evaluation

## Police Chief Hiring Committee

- Jen Monroe Zakaras, Deputy Chief of Staff to Mayor Emma Mulvaney-Stanak
- Kara Alnasrawi, Director of the Community and Economic Development Office
- Kelli Perkins, Director of the Office of Racial Equity, Inclusion & Belonging
- Padric Hartnett, BPD Patrol Officer and BPOA President
- Colby Delaire, DPW Technician and President of AFSCME Local 1343
- Tiffanie Katsuva, Member of the City of Burlington's Trusted Community Voices program
- Melo Grant, Central District City Councilor
- Buddy Singh, South District City Councilor
- Robert L. Depper III, Chair of the Burlington Police Commission
- Karen Paul, former City Council President and member of the Burlington Police Commission
- Shabnam Nolan, Executive Director of King Street Center
- Mark Bouchett, Homeport co-owner and Church Street Marketplace Commissioner
- Sandy McGuire, CEO at Howard Center

# Status Recap

- **15 applications** received (posting period May 18 - June 5)
- IACP narrowing down applicant pool and conducting full assessments
- Hiring Committee to conduct **interviews July – August**
- Goal to have final candidate by September




IACP

# MEMORANDUM

TO: City of Burlington, City Council

FROM: Shawn Burke, Interim Chief of Police

CC: Shannon Trammell, Executive Manager
Nicole Losch, Grants Director

DATE: July 13, 2026

SUBJECT: Authorization to Accept Grant Award from Vermont Department of Public Safety for Emergency Response Unit Tactical Supplies

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## REQUEST

The Burlington Police Department (BPD) seeks City Council authorization to accept the grant award of $193,053.00 from the Vermont Department of Public Safety, a State agency using pass-through federal funding, and for the Chief of Police to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office and Chief Administrative Officer.

## EXECUTIVE SUMMARY

Background:
Since 2018, the Burlington Police Department (BPD) has had a specialized team of officers, called the Emergency Response Unit (ERU). This unit receives additional training in de-escalation, negotiation, tactics, and specialized tools beyond the department standard. The ERU responds to critical incidents and high-risk operations, including acts of terrorism, and makes every effort, where possible, to ensure a safe outcome prioritizing de-escalation, effective communication, and the sanctity of human life. The primary objective is to preserve the safety of all hostages, innocent persons, police officers, and the suspect(s).

The requested equipment will enhance the Emergency Response Unit's ability to safely manage critical incidents while prioritizing de-escalation, informed decision-making, and the preservation of human life. These specialized resources improve officer safety, increase

situational awareness, and provide additional options for resolving incidents with the least amount of risk to everyone involved.

The grant will fund updated ballistic helmets and protective armor that provide enhanced protection for personnel responding to high-risk incidents. Integrated hearing protection improves communication during emergency operations while protecting officers from noise exposure, allowing for better coordination and decision-making.

The request also includes an under-door camera system and two small indoor unmanned aircraft systems (sUAS). These technologies allow officers to gather critical information about an environment before entering, improving situational awareness and helping incident commanders and crisis negotiators make informed decisions. By providing visual information remotely, these tools can reduce unnecessary exposure to risk, support de-escalation efforts, and allow responders to better assess the needs of individuals involved before taking further action.

Gas mask voice amplification devices improve communication when respiratory protection is required, ensuring officers can effectively communicate with one another, with partner agencies, and with individuals involved in an incident.

The grant also includes a kinetic breaching tool, which provides a safer and more efficient means of gaining emergency access when immediate entry is necessary to protect life or provide emergency assistance. Compared with traditional methods, the tool allows responders to complete the task more quickly while reducing physical strain and overall exposure to risk.

Collectively, this equipment modernizes the Emergency Response Unit's capabilities by improving safety, communication, and situational awareness during critical incidents. These resources support the department's commitment to resolving incidents through careful assessment, effective communication, and de-escalation whenever possible while protecting community members, first responders, and those directly involved.

Project Funding:
BPD worked with the Grants Director to submit our application for this grant. The total project amount is $193,053.00, of which 100% is being funded by the DPS grant. There are no cost-sharing percentages or obligations from the City of Burlington for this grant.

Notwithstanding, the Department is seeking City Council authorization to accept this grant due to the required indemnification provisions within the grant agreement. Specifically, the City's Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions (P3), requires City Council approval where the indemnification provisions extend beyond the City's own negligent acts or omissions or willful misconduct. These provisions have been reviewed by the City Attorney's Office, who have confirmed that these terms are standard where the State is acting as the pass through entity for the City to receive federal grant funds.

Department Contact:
If you have any questions, please contact Shannon Trammell, Executive Manager at strammell@bpdvt.org or (802) 540-2107.

**ATTACHMENT**

A. Grant Award Detail

**MOTION**

The Burlington Police Department respectfully requests the City Council approve the following motion:

"To approve and authorize Chief of Police for the BPD to accept the grant award of $193,053.00 from Vermont Department of Public Safety and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office."

Thank you for your continued support.

Docusign Envelope ID: 9048D92A-D1CF-83B0-8035-2F2F3471981C

# STATE OF VERMONT
# STANDARD SUBRECIPIENT GRANT AGREEMENT
**(Federal Fund Source to Non-State Subrecipient)**

VERMONT DEPARTMENT OF PUBLIC SAFETY

## FEDERAL PROGRAM TITLE
## 2025 Homeland Security Grant Program

## AGREEMENT WITH
## City of Burlington
## Agreement #02140-7H25100-503

## Award Amount: $193,053.00

*DPS Financial Office Use Only*

☒ *Unique Entity ID# Checked on SAM.gov Date:* 06.25.26 *Initials:* AZ

☒ *Suspension and Debarment Exclusions Checked on SAM.gov Date:* 06.25.26 *Initials:* AZ

☒ *DPS Restricted Parties List Checked Date:* 06.25.26 *Initials:* AZ

☒ *Risk Assessment Completed Date:* 06.25.26 *Initials:* AZ

☒ *Subrecipient vs. Contractor Determination Form Completed Date:* 06.25.26 *Initials:* AZ

☒ *Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date:* 06.25.26 *Initials:* AZ

☒ *BGS Office of Purchasing & Contracting Debarment List Checked https://bgs.vermont.gov/purchasing-contracting/debarment Date:* 06.25.26 *Initials:* AZ

☒ *Certificate of Insurance Date:* 06.25.26 *Initials:* AZ

☒ *Executive Compensation Data Collected (if subaward $30K or over) Date:* 06.25.26 *Initials:* AZ

*Executed Agreement Entered In:* ☐ *VT Grant Tracking (VISION) Date:* _____ *Initials:* _____

☐ *FFATA (if $30K or over) Date:* _____ *Initials:* _____

☐ *FFATA Executive Compensation (if required) Date:* _____ *Initials:* _____

**Federal Fund Standard Format to Non-State Subrecipients Only**

## VERMONT DEPARTMENT OF PUBLIC SAFETY

**STATE OF VERMONT GRANT AGREEMENT** — **Part 1-Grant Award Detail**

### SECTION I - GENERAL GRANT INFORMATION

| | | |
|---|---|---|
| [1] **Grant #: 02140-7H25100-503** | [2] **Original** X **Amendment #** ____ | |
| [3] **Grant Title: 2025 Homeland Security Grant Program** | | |
| [4] **Amount Previously Awarded:** **$ 0.00** | [5] **Amount Awarded This Action:** **$ 193,053.00** | [6] **Total Award Amount:** **$ 193,053.00** |
| [7] **Award Start Date: Upon Execution** | [8] **Award End Date: 08/31/2028** | [9] **Subrecipient Award:** YES ☒ NO ☐ |
| [10] **Supplier #: 40096** | [11] **Grantee Name: City of Burlington** | |
| [12] **Grantee Address: 149 Church Street** | | |
| [13] **City: Burlington** | [14] **State: VT** | [15] **Zip Code:** |
| [16] **State Granting Agency:** Department of Public Safety | | [17] **Business Unit:** 02140 |
| [18] **Performance Measures:** YES ☒ NO ☐ | [19] **Match/In-Kind: $0.00** **Description: N/A** | |

[20] If *this action is an amendment, the following is amended:*
**Amount:** ☐ **Funding Allocation:** ☐ **Performance Period:** ☐ **Scope of Work**: ☐ **Other:** ☐

### SECTION II - SUBRECIPIENT AWARD INFORMATION

| | | |
|---|---|---|
| [21] **Grantee Identifier [UEI] #: TUNGFAFUJL54** | [22] **Indirect Rate: 0.00%** (Approved rate or de minimis 10%) | [23] **FFATA:** YES ☒ NO ☐ |
| [24] **Grantee Fiscal Year End Month** (MM format)**: June** | | [25] **R&D:** YES ☐ NO ☐ |

[26] **UEI Registered Name** *(if different than VISION Supplier Name in Box 11)*:

### SECTION III - FUNDING ALLOCATION

**STATE FUNDS**

| Fund Type | [27]Awarded Previously | [28]Award This Action | [29]Cumulative Award | [30]Special & Other Fund Descriptions |
|---|---|---|---|---|
| General Fund | $0.00 | $0.00 | $0.00 | |
| Special Fund | $0.00 | $0.00 | $0.00 | |
| Global Commitment (non-subrecipient funds) | $0.00 | $0.00 | $0.00 | |
| Other State Funds | $0.00 | $0.00 | $0.00 | |

**FEDERAL FUNDS** *(includes subrecipient Global Commitment funds)*

| [31]ALN# | [32]ALN Program Title | [33]Awarded Previously | [34]Award This Action | [35]Cumulative Award | Required Federal Award Information: [36]FAIN | [37]Federal Award Date | [38]Total Federal Award |
|---|---|---|---|---|---|---|---|
| 97.067 | FY 2025 Homeland Security Grant Program | $0.00 | $193,053.00 | $193,053.00 | EMW-2025-SS-05165 | 09/01/2025 | 454,500,000 |
| [39] Federal Awarding Agency: | | | [40] Federal Award Project Descr: | | | | |
| | | $0.00 | $0.00 | $0.00 | | | $0.00 |
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| | | $0.00 | $0.00 | $0.00 | | | $0.00 |
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| | | $0.00 | $0.00 | $0.00 | | | $0.00 |

| STATE OF VERMONT GRANT AGREEMENT | | | | | | | Part 1-Grant Award Detail |
|---|---|---|---|---|---|---|---|
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| | | $0.00 | $0.00 | $0.00 | | | $0.00 |
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| | Total Awarded - All Funds | $0.00 | $193,053.00 | $193,053.00 | | | |

| SECTION IV - CONTACT INFORMATION | |
|---|---|
| **STATE GRANTING AGENCY** | **GRANTEE** |
| **NAME: Abbie Farnham** | **NAME: Nancy Veronneau** |
| **TITLE: Financial Administrator** | **TITLE: Fire & Police Accountant** |
| **PHONE: (802) 585-4667** | **PHONE: (802) 540-2107** |
| **EMAIL: Abigail.Farnham@vermont.gov** | **EMAIL: NVeronneau@bpdvt.org** |

## Part 2- Grant Agreement

**Parties:** This is a Grant Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **City of Burlington** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If the Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-60000410

**Subject Matter:** The subject matter of this Grant Agreement is **as outlined in Attachment A- Scope of work to be performed**.

**Award Details:** Amounts, dates, and other award details are as shown in the above *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

**Grant Agreement Term: State will not reimburse any expenses incurred prior to the execution date of this Grant Agreement unless an Advance Notice to Proceed has been issued *(DPS Form ADM-105).* The execution date is defined as the date the Department of Public Safety representative(s) signs this Grant Agreement. *The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).***

**Amendment:** No changes, modifications, or amendments to the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Grant Agreement (refer to Attachment B- Payment Provisions). Examples include changes in scope of work, budget modification, and change in Grant Agreement term (period of performance).

**Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

**Attachments:** This Grant Agreement consists of **39** pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1–Grant Award Detail

Grant Agreement-Part 2-Grant Agreement

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Agreement Provisions

Attachment D - Other Provisions

Attachment E - Funding Source Special Conditions

**Please ensure that you have read and understand each Attachment.**

**Order of Precedence**: Any ambiguity, conflict, or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

1) Grant Agreement Part 1 and Part 2
2) Attachment C
3) Attachment D (if applicable)
4) Attachment E
5) Attachment A
6) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT, ITS PROVISIONS, ATTACHMENTS, AND CONDITIONS CONTAINED HEREIN.

***STATE OF VERMONT***
**Department of Public Safety**

**By:**

_____
Signature
Commissioner/Deputy Commissioner

Date: _____

***SUBRECIPIENT***
**Authorized Representative**

**By:**

_____
Signature

Printed Name: _____

Title: _____

Date: _____

☐ I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of subrecipients.

_____
(Subrecipient AOR Initials)

**3 VSA § 2222 (k) Law Enforcement Race Data Reporting Review**

Signed by:
Nick Kramer
E710487A28FB404...
_____
Signature

Title: Chief Operating Officer

Date: 6/30/2026

**ATTACHMENT A**
**SCOPE OF WORK TO BE PERFORMED**

Objective: State Homeland Security Grant Program supports the implementation of the Department of Public Safety (DPS), Homeland Security Grant Unit (HSGU) priorities to address the identified planning, organization, equipment, training, and
exercise needs to prevent, protect against, respond to, recover from, and mitigate acts of terrorism.

The Subrecipient agrees to the below which have been approved by the Department of Public Safety, Homeland Security Grant Unit (HSGU). The Subrecipient may not change any information listed below. Any alternate information must be approved
**in writing** with an executed Subrecipient amendment by the Department of Public Safety.

**Funds to support Activity to be performed and/or Funds will support the purchase of**:

Funds will be used to support the purchase of:

| PG | ACTIVITIES/EQUIPMENT | TOTAL |
|---|---|---|
| 7H25100-503 | (26) Ballistic helmets (01LE-01-HLMT) | $52,432.00 |
| | (26) Ballistic armor (01LE-01-ARMR) | |
| | (26) Hearing protection devices (01ZA-04-HEAR) | $57,590.00 |
| | (1) Under door/through wall camera (03SR-03-SCAM) | $32,470.00 |
| | (26) Gas mask voice projection devices (03OE-01-CTAC) | $18,616.00 |
| | (1) Kinetic breaching tool (20TE-00-NTRY) | $12,755.00 |
| | (2) Indoor small unmanned aircraft systems (03OE-07-SUAS) | $19,190.00 |

Shipping is allowable. Accessories necessary for operation are allowable with prior written approval.

**Performance Measures:**

**Subrecipient** will ensure that all members utilizing equipment provided by this grant are trained to the appropriate level to utilize the equipment and the agency will maintain records of training.

1. All items purchased must be on the DHS Authorized Equipment list. Items not listed on the DHS Authorized Equipment List may not be purchased, until a waiver of approval has been granted from DHS. If these items are not approved, an amendment to utilize the funds for different approved items on DHS Authorized Equipment List may be sought from the Department of Public Safety in writing.
    a. For equipment in which a waiver is required, an approved waiver from DHS must be received prior to any purchase.

2. **Subrecipient** will ensure that equipment is accounted for throughout its operational lifetime.
    a. Agencies must maintain a Homeland Security Grant Unit (HSGU) Property Records List in accordance with **2 CFR 200.313** (Code of Federal Regulations).

    b. All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of $10,000 or above, purchased by this grant must be included on the Homeland Security Grant Unit (HSGU) Property Records List.

    c. A complete, up to date, Homeland Security Grant Unit (HSGU) Property Records List must be submitted (as an excel document) with each Financial Reimbursement Form. Final payment may be held until this is received by Department of Public Safety (DPS), Homeland Security Grant Unit (HSGU).

3. **Subrecipient** will submit a completed Program Progress Report Form detailing status of performance measures and project progress.

    a. The subrecipient must submit programmatic reports using the DPS Subgrant Progress Report Form. A completed Program Progress Report Form must be submitted each time reimbursement is requested or bi-annually, at a minimum. The reporting periods are July 1 – December 31 (due January 15), January 1 – June 30 (due July 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project

Program Progress Report Form is required even if no activity has been performed on the project.

    a. The subrecipient must submit programmatic reports using the DPS Subgrant Progress Report Form. A completed Program Progress Report Form must be submitted each time reimbursement is requested or bi-annually, at a minimum. The reporting periods are July 1 – December 31 (due January 15), January 1 – June 30 (due July 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project

    b. Program Progress Report Form is required even if no activity has been performed on the project.

    c. The Program Progress Report Form shall be completed to the best of the grantees' ability. Blank, incomplete, or insufficient Program Progress Report Forms will not be accepted.

    d. The State reserves the right to withhold part or all grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.

4. **Subrecipient** will ensure that this project is fully operational within the Period of Performance and report back to the DPS Financial Office accordingly.

5. **Subrecipient** will inform the DPS Financial Office in writing of any delays, proposed equipment substitutions, or desired changes to the physical/geographic deployment, concept of operations, equipment substitutions, and/or technical specifications in order to determine if an amendment to this agreement is warranted prior to any changes or purchases being made.

    a. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed by DPS.

6. Any subrecipient of Homeland Security Grant Program funds may be subject to programmatic monitoring to ensure that the subrecipient is in compliance with applicable Federal statutes and regulations and terms of the subrecipient agreement.

7. All expenses must be incurred by **8/31/2028**. Requests for reimbursements, with a complete Program Progress report form, must be submitted to the Vermont Department of Public Safety, Finance Office, no later than the end of the month following the month in which the expenses were incurred.

8. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through a TEP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to underrepresented diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in TEP and addressed in the state or high-risk urban area training cycle. Recipients are encouraged to use existing training rather than developing new courses.

When developing new courses, recipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.

a. **Subrecipient** must maintain records of the training course description(s) or syllabi, number of trainings held, including the total number of people trained and average attendance per training. Records should be made available upon request.

9. **Prohibitions on Expending Grant or Cooperative Agreement Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

Effective August 13, 2020, DHS/FEMA recipients and subrecipients may not use grant funds under open or new award to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Guidance is available in FEMA Police #405-143-1, *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*.**

10. Subrecipients will adhere to all applicable records retention requirements as outlined in **2 CFR 200.334 to 200.338** (Code of Federal Regulations).

11. Subrecipient agrees to abide by all applicable property standards as outlined in **2 CFR §§ 200.310 to 200.316** (Code of Federal Regulations).

12. Agencies will be required to report annually, at minimum, on the status of real property in which the Federal Government retains interest in accordance with **2 CFR 200.330** (Code of Federal Regulations).

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**ATTACHMENT B**
**PAYMENT PROVISIONS**

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Grant Agreement and are authorized as provided for under the terms and conditions of this Grant Agreement.

**Budget Detail:**

| | |
|---|---|
| **Salaries and Benefits*** | **$** |
| **Contractual**** | **$** |
| **Supplies** | **$** |
| **Travel & Mileage** | **$** |
| **Equipment ***** | **$ 193,053.00** |
| **Other Costs** | **$** |
| **Indirect Cost ******** | **$** |
| | |
| **Total Federal Share** | **$ 193,053.00** |
| **Total Non-Federal Share (Match)** | **$ 0.00** |

**The Subrecipient agrees that grant funds awarded under this grant agreement will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds. Subrecipients must be able to document local funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations which include this funding source).**

*** Salaries and Benefits for audit requests: 1) must be able to support that positions are nonbudgeted for audit requests (supplanting), 2) activity reporting must reasonably reflect the total activity compensated per 200.430 iii, 3) fringe benefits must be supported with established written procedure for how the employee benefits are paid and documentation to support the benefit and its allocation.**

****Contracts must include the State contract provisions in Attachment C and the 2 CFR 200.327 federal contract provisions that are applicable.**

***** Federal equipment threshold is $10,000.00[1]. Please reference Federal equipment compliance requirements.[2] Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.**

****** Current Rate Approval Letter (under 2 CFR 200.332(b)(4)) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.**

**During the performance of this Grant Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award amount with prior written approval from the DPS Finance Office. Approval will be given provided:**

1. **It is within the Total Award Amount in effect at the time of the adjustment.**
2. **It does not change the Scope of Work in Attachment A.**

**Modifications outside of what is outlined above will require an official amendment.**

**PROGRAMMATIC REPORTING REQUIREMENTS:**

[1] 2 CFR § 200.313 (d)(1)
[2] 2 CFR § 200.313 (d)(2)

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon as* the following types of conditions become known:
  1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using the DPS Subgrant Progress Report Form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

**FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:**

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Grant Agreement funds:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Grant Agreement funds:

1. Subrecipient will provide Financial Office with:
   a. Purchase Order, if invoice is dated after the end of the performance period, if applicable.
   b. Copy of Invoice.
   c. Copy of the Cancelled Check.
   d. Program Progress Report Form.
   e. HSGU Property Records List (submitted as an excel document) - All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of $10,000 or above, purchased by this grant must be included on the Homeland Security Grant Unit (HSGU) Property Records List.
2. Requests for reimbursements, with complete Program Progress Report form must be submitted to the Vermont Department of Public Safety, no later than the end of the month following the month in which the expenses were incurred.
3. Subrecipient will track the grant funds to ensure that the project is completed before the expiration date.
4. Subrecipient will notify in writing of any proposed changes to the allowable expenditures.
5. Subrecipient will report all funds not expended upon completion of the project.
6. Either party can cancel this agreement within 30 days' notice.
7. All expenses must be incurred by 8/31/2028. **These expenses must be paid no later than the end of the month following the month in which the expenses were incurred.**

- Reimbursement in arrears of expenditures with attached documentation. The Subrecipient must submit the DPS Financial Report Form **(DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.

- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient MUST make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive a cash advance however they may be required to deposit funds in an interest-bearing account and

possibly return interest earned more than $500 per year (see 2 CFR §200.305(b)(11)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

**Requests for reimbursement or payment must be made using the DPS Financial Report Form (DPS Form ADM-116a) and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.**

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

| | |
|---|---|
| Name: | Abbie Farnham |
| Via mail: | Vermont Department of Public Safety/Financial Office<br>45 State Drive<br>Waterbury, VT 05671-1300 |
| Via fax: | 802-241-5553 |
| Via email: | Abigail.Farnham@vermont.gov |

**DPS will not make any payments on this Grant Agreement unless the Subrecipient meets all provisions contained herein.**

**CLOSEOUT:**
When the performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient grant agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

## Attachment C: Standard State Provisions for Contracts and Grants

**Revised:** February 13, 2026

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:**
    A. The Party shall defend the State and its officers and employees against all third-party

claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. **Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk-Claims-COI.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. **False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. **Use and Protection of State Information:**

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain

information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:
    i. take reasonable precautions for its protection;
    ii. not rent, sell, publish, share, or otherwise appropriate it; and
    iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:
    i. strictly maintain its confidentiality;
    ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
    iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
    iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
    v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
    vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
    i. industry-standard firewall protection;
    ii. multi-factor authentication controls;
    iii. encryption of electronic Confidential State Data while in transit and at rest;
    iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
    v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
    vi. training to implement the information security measures; and
    vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by the Party in connection

with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. **Nondiscrimination:**

A. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the “Rule”). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State’s Universal Digital Accessibility resources are available on the State’s

Communications and Marketing Office website at: https://cmo.vermont.gov.

i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.

ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of this Agreement.

15. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. **Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32

of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.
21. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's Debarment List at: https://bgs.vermont.gov/purchasing-contracting/debarment.
23. **Conflict of Interest:**
    A. **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.
    B. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.
    C. **Requirements:** Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:
        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.
        ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
        iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.
        iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement

required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. **Remedies:**

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

24. **Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. **Marketing:** Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. **Termination:**

A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such

longer time as the non-breaching party may specify in the notice.

C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. **No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. **Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends $1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

**(End of Standard State Provisions)**

# ATTACHMENT D
# OTHER GRANT AGREEMENT PROVISIONS

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (https://www.sam.gov/portal/public/SAM/ ). At this time, DPS does not require Subrecipients to submit proof of verification

with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

**3. DRUG-FREE WORKPLACE**
This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by: [3]

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The Subrecipient's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    e. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

**4**. **PROCUREMENT:**
The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.[4]
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

**5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
    a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
    b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
    a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient per 2 CFR 200.334 and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later. Equipment documentation will be maintained for three years following disposition.
    b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission

[3] 2 CFR § 182
[4] 2 CFR § 200.318(c)(1)

(COSO). When administering federal award funding, Subrecipient policies and procedures should conform to the standards within 2 CFR 200.302 Financial Management.

c. Provides information for planning, control, and evaluation of direct and indirect costs;
d. Provides cost and property control to ensure optimal use of the grant funds;
e. Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:
   a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
      i. having new or substantially changed systems
      ii. having new compliance personnel
      iii. loss of license or accreditation to operate program
      iv. organizational restructuring.

**6. FOLLOWING SUBRECIPIENT PROCEDURES:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: 2 CFR 200 § 302 Financial Management.

**7. DISCLOSURE OF INFORMATION:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

**8. CONFLICT OF INTEREST**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of the Subgrantee /Contractor or its employees, when known, must be disclosed in writing to the Department (2 CFR 200.112).

2 CFR 200.318(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

**ATTACHMENT E**
**FUNDING SOURCE SPECIAL CONDITIONS**

This Grant Agreement is subject to the requirements of all federal laws, policies, and bulletins. Most notably:

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| **Article 1** | **Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed. |
| **Article 2** | **General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit:https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance. |
| **Article 3** | **Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds. |
| **Article 4** | **Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals. |
| **Article 5** | **Age Discrimination Act of 1975** Recipients must comply with the requirements ofthe Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. |

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| **Article 6** | **Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No.101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. |
| **Article 7** | Best Practices for Collection and Use of Personally Identifiable Information(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively. |
| **Article 8** | CHIPS and Science Act of 2022, Public Law 117-167 CHIPS (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number,(b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e)AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii)Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.(d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature |

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| | when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor |
| **Article 9** | Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. |
| **Article 10** | Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.) |
| **Article 11** | Communication and Cooperation with the Department of Homeland Security and Immigration Officials (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv),prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii),prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) |

That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

**Article 12** Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**Article 13** Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000.These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 14** Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 15** Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. §200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

**Article 16** Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

**Article 17** Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975)(codified as amended at 42 U.S.C. § 6201 et seq.), which

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| | contain policies relating to energy efficiency that are defined in the state energy conservation plan issued incompliance with this Act. |
| **Article 18** | Equal Treatment of Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. |
| **Article 19** | Anti-Discrimination Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility."(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii)They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4)Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. §200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law. |
| **Article 20** | False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.) |
| **Article 21** | Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129. |
| **Article 22** | Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513. |

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| **Article 23** | Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List \| US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. §40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. |
| **Article 24** | Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a. |
| **Article 25** | John S. McCain National Defense Authorization Act of Fiscal Year 2019Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. |
| **Article 26** | Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources onhttp://www.lep.gov. |
| **Article 27** | Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R.Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL). |
| **Article 28** | National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in |

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| | productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. |
| **Article 29** | National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254 (1)Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b)foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.” |
| **Article 30** | Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose. |
| **Article 31** | Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect. |
| **Article 32** | Patents and Intellectual Property Rights Recipients are subject to the Bayh-Doleac, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R.Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14. |
| **Article 33** | Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference. |
| **Article 34** | Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub.L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. |
| **Article 35** | Rehabilitation Act of 1973 Recipients must comply with the requirements of Section504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. |

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| **Article 36** | Reporting Recipient Integrity and Performance Matters If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference. |
| **Article 37** | Reporting Subawards and Executive Compensation For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference. |
| **Article 38** | Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3)Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The |

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| | agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America “Preference in FEMA Financial Assistance Programs for Infrastructure \| FEMA.gov. (4)Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. |
| **Article 39** | SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment \| CISA. |
| **Article 40** | Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2C.F.R. §§ 200.331-333. |
| **Article 41** | System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference. |
| **Article 42** | Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c)Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated. |
| **Article 43** | Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws. |
| **Article 44** | Trafficking Victims Protection Act of 2000(TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106(codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in2 C.F.R. § 175.105, the full text of which is incorporated by reference. |

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| **Article 45** | Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c. |
| **Article 46** | Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA,CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. |
| **Article 47** | Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712. |
| **Article 48** | Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carryout the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies .DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990,Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland. |
| **Article 49** | Applicability of DHS Standard Terms and Conditions to Tribal Nations The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients |

as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

**Article 50** Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

**Article 51** Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

**Article 52** Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 53** Indirect Cost Rate 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 54** Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA

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| | financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA. |
| **Article 55** | Summary Description of Award and Subprograms The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of 4,362,750 and Operation Stonegarden (OPSG) funding in the amount of $150,000. |
| **Article 56** | HSGP Performance Goal In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR)or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project. |
| **Article 57** | OPSG Program Performance Goal In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review(SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR foreach project. |
| **Article 58** | This article has been removed |
| **Article 59** | Operation Stonegarden Program Hold The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD. |
| **Article 60** | Non-Applicability of Specific Agreement Articles Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) |

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| | of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination. |
| **Article 61** | Period of Performance and Budget Period Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply. |
| **Article 62** | State Homeland Security Program: Compliance with Federal Immigration Law The following term applies to State Homeland Security Program funding under this award: 1. Prohibition a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: I. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any |

person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

**Article 63**

State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

**Article 64**

State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this

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| | award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective. |
| **Article 65** | State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If the injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective. |
| **Article 66** | Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package. |
| **Article 67** | State Homeland Security Program: Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al. In accordance with the U.S. District Court for the District of Rhode Island’s Order in State of Illinois, et al. v. FEMA ,et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded with respect to the State Homeland Security Program funding under this award: 1. Paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 2. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 3. The "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" Agreement Article. 4. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 5.The "State Homeland Security Program: Compliance with Federal Immigration Law “Agreement Article. 6. The "State Homeland Security |

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| | Program: Impact of State of Illinois v. FEMA Injunction" Agreement Article. 7. The "State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article. |
| **Article 68** | Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, etal. (D.RI). Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the “Summary Description of Award and Subprograms” is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of 4,362,750 and Operation Stonegarden (OPSG) funding in the amount of $150,000. |
| **Article 69** | Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR). Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, etal., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period") of your award package is rescinded. The new Period of Performance and Budget Period for this award is September 1, 2025 to August 31, 2028. |
| **Article 70** | National Priority Area Program Hold (30%) Consistent with the FY 2025 HSGPNOFO, the recipient is prohibited from drawing down funding for projects needed to meet the 30% minimum spending requirements for National Priority Areas under this award until each project is reviewed by FEMA/GPD to determine effectiveness. Per IB550, the 45-day pass through period will not begin for these funds until this hold is lifted. |
| **Article 71** | Law Enforcement Terrorism Prevention Activities Program Hold (35%)Consistent with the FY 2025 HSGP NOFO, the recipient is prohibited from drawing down funding for projects needed to meet the 35% minimum allocation requirements for Law Enforcement Terrorism Prevention Program Activities (LETPA) under this award until each project is reviewed by FEMA/GPD to determine alignment with LETPA requirements. Per IB 550, the 45-day pass through period will not begin for these funds until this hold is lifted. |

**Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.**

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   1.) Procure or obtain;
   2.) Extend or renew a contract to procure or obtain; or
   3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
      iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
c) See Public Law 115-232, section 889 for additional information.
d) See also §200.471.

This Grant Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5, Single Audit Policy for Agreements
Bulletin 5 - Procedure #1
Bulletin 5 - Procedure #2

**Board of Finance and City Council Submission Checklist**

Department: Police Submitter: Shawn Burke

Title/Subject: Grant Acceptance – VT DPS 2025 HSG

| | Approval: | Meeting Date: |
|---|---|---|
| ☐ | Board of Finance | |
| ☒ | City Council | 7/13/2026 |
| ☐ | 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 | 7/9/2026 | S. Burke |
| Mayor's Office informed and approved memo | Yes | 7/9/2026 | L.Gerlach |
| Board/Commission, if required | N/A | | |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note | No | | In review |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes | 7/9/2026 | H.McLenahan |
| CAO has reviewed budget, financing, and memo | Yes | 7/9/2026 | L.Gerlach for K.Schad |
| Human Resources, if personnel action<br>-Identify HR Manager in note | N/A | | |
| CIO, if an IT-related investment/purchase | N/A | | |

**Materials Included**

| | Included? | Note |
|---|---|---|
| Final Memo Attached? | Yes | |
| Contract Attached, if applicable? | Yes | Grant Award Detail |
| Additional Materials, if necessary | N/A | |
| Draft Resolution or Motion? | Yes | In attached memo |
| If for submission to Council, are sponsors identified? | N/A | |