



City Council

Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

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

Subject	2.1. Verbal Comments
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

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

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

4. Committee Reports

Subject	4.1. Verbal reports
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Committee Reports
Department	Council and Board
Type	Information

5. Consent Agenda

Subject	5.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	5.2. Accountability List - C/T

Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	5.3. July 13, 2026 City Council With Mayor Presiding Meeting Minutes - C/T
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	5.4. July 13, 2026 Local Control Commission Meeting Minutes - C/T
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	5.5. July 13, 2026 City Council Meeting Minutes - C/T
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

Subject	5.6. Communication: Alexander J. LaRosa, Member, Development Review Board, re: Resignation
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days (will be part of the 8/5 edition) and send a letter of appreciation to Alexander "AJ" LaRosa thanking him for his time served as a Member of the Development Review Board
Subject	5.7. Water Resources Drinking Water Personnel Reorganization - Distribution Operations Lead and Tiering for the Water Treatment Plant workgroup - DPW/Water Resources
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	1. To approve the: ☐ Reclassification and retitling of a Distribution Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to the Distribution Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position. ☐ Immediate reclassification and retitling of two currently vacant Water Plant Operator, Full-time, Non- Exempt, AFSCME, Grade 17 positions to the tiered Drinking Water Production Technician In Training/I/II/III as follows: - o Drinking Water Production Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the first of four tiers for this position; and, - o Drinking Water Production Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, the second of four tiers for this position; and, - o Drinking Water Production Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the third of four tiers for this position. - o Drinking Water Production Technician III, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the fourth of four tiers for this position. ☐ Reclassification and retitling of three currently occupied, legacy Water Plant Operator and three currently occupied, legacy Water Plant Mechanic positions (Regular, Full-time, Non-exempt, AFSCME, Grade 17) to the tiered Drinking Water Production Technician In Training/I/II/III as described above, upon future vacancy of the position(s) or upon the voluntary election of the incumbent(s) to tier up as qualified, whichever occurs first.
Subject	5.8. Communication: Daniel Munteanu, Member, Public Works Commission, re: Resignation
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration

Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise in Seven Days (will be part of the 8/5 edition) and send a letter of appreciation thanking Daniel Munteanu for his time served as a Member of the Public Works Commission
Subject	5.9. Openings Burlington City Commissions/Boards - C/T
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	5.10. Second Amendment to Burlington Harbor Marina Ground Lease - CEDO
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to authorize the Mayor to execute the attached Second Amendment to the Ground Lease between TS-Grove PT Marinas BM, LLC and the City of Burlington, subject to final review and approval by the City Attorney's office
Subject	5.11. Reclassification and Retitling of One (1) Of three (3) Existing Right Of Way Working Foreperson Positions to a Right of Way Operations Lead Position - DPW
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and authorize the: • reclassification and retitle of one (1) existing Right of Way Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16x position to the Right of Way Operations Lead, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 19, role in the Street Maintenance Division
Subject	5.12. CEDO, Community Justice Center-Reclassification of one position from Grade 14 to Grade 15 - CEDO/CJC

Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve the reclassification of the following position: A Data, Communications and Operations Specialist, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 14 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 15 position
Subject	5.13. Authorization of Sale of Surplus SCBA Equipment to the Hampton Vounteer Fire Company, Inc. - Fire
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Fire Department
Type	Action (Consent)
Recommended Action	to approve and authorize the sale of 10 (ten) Self-Contained Breathing Apparatus (SCBA) units, currently held as capital assets for use by the Burlington Fire Department, and as more particularly described in Attachment A, to the Hampton Volunteer Fire Company, Inc., for a total purchase price of \$17,500, and to further authorize the Chief Engineer to execute a bill of sale memorializing the transaction, and any other documents necessary or convenient to effecting such transaction, subject to the review and approval as to form by the City Attorney's Office
Subject	5.14. Downtown Garage Capital Repair Contract Approval - DPW/Division of Parking and Traffic
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to authorize the Director of the Department of Public Works to sign a contract with Structural Preservation Systems and any other related documents necessary or convenient to effect the transaction, in the amount of \$339,262 plus a contingency of \$50,000 for a total authorization project expenditure amount not to exceed \$389,262 to complete work in the Westlake Garage and the College Street Garage, subject to the final review and approval as to form by the City Attorney's Office
Subject	5.15. CVOEO Response to the Proposed Burlington Forward Resolution
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda

Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication and place it on file
Subject	5.16. Auer Family Boathouse Property and Acquisition: Conservation Legacy Funding Request - DPI
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Permitting & Inspections
Type	Action (Consent)
Recommended Action	to approve the use of \$340,000 from the Conservation Legacy Fund for acquisition of the Auer Family Boathouse parcel at 3181 North Avenue
Subject	5.17. Resolution: Appointment Of Acting Ward Clerks For Wards Three And Four And Acting Inspectors Of Election For Wards Three, Four, And Eight For The August 11th, 2026 State Primary Election (Councilor Traverse)
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution

6. Deliberative Agenda

Subject	6.1. Indoor Entertainment Permit Application (2026-2027): Big Lake Recording Company LLC, 70 South Winooski Avenue, Suite 2B
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Indoor Entertainment Permit Application for Big Lake Recording Company LLC, 70 South Winooski Avenue, Suite 2B with all standard conditions

Subject	6.2. Special Event Outdoor Entertainment Permit Application (one day only): Queen City Printers, Inc., 699 & 701 Pine Street Parking Lot, September 11, 2026, Art Hop Event
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the one day only special event outdoor entertainment permit application for Queen City Printers, Inc., 699 & 701 Pine Street Parking Lot, September 11, 2026, Art Hop Event
Subject	6.3. 270 College Street - License Agreement - Omega Electric Parking associated with redevelopment of 266 College Street - DPW (10 mins.)
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve the License Agreement Application for Omega Electric Co. at 270-274 College Street requesting reservation of two (2) parking stalls as described in the agreement for work at 266 College Street and authorize the Director of Public Works to enter into a license agreement with the Applicant for use of the portion of the right-of way outlined in the Application, subject to review by the City Attorney's Office
Subject	6.4. Ordinance: Industrial Pollution Prevention Program Update BCO Chapter 26 (Department of Public Works, Ordinance Committee)(15 mins.)
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action Ordinance - Second Reading
Recommended Action	to waive the second reading of the proposed Sewer Use Ordinance and to adopt the ordinance as amended by the Ordinance Committee
Subject	6.5. Resolution: Burlington Forward: A Comprehensive Framework For Safe Public Spaces And A Stronger Community (Councilors Traverse, Barlow, Carpenter, Litwin, McKnight, Schachter, Singh)(60 mins.)
Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda

Department Council and Board

Type Action
Resolution

Recommended Action refer the resolution to the Committees on Public Safety, REIB, CDNR, and PAC and request a report back to the full Council on any recommended amendments on items within each committee's jurisdiction by September 14, 2026

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

Subject 7.1. Verbal reports

Meeting August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

Department Council and Board

Type Information

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

Subject 8.1. Verbal reports

Meeting August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

Department Council and Board

Type Information

9. Adjournment

Subject 9.1. Motion to adjourn

Meeting August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 9. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

10. Informational and Non-Discrimination Statements

Subject 10.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact

802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.

Meeting	August 3, 2026 - Regular City Council Meeting - Monday, August 3, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

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

To: Mayor Emma Mulvaney-Stanak and Burlington City Councilors
From: City Attorney Jessica Brown
Re: "Burlington Forward" Resolution Initial Legal Review
Date: July 31, 2026

With the understanding that the proposed motion for the August 3rd, 2026, City Council meeting is to refer the "Burlington Forward" resolution to a number of different Council Committees, the City Attorney's Office offers this initial review of the resolution, through a legal lens, to provide information for consideration during anticipated Council and Committee discussions.

Section 2.04. City Hall Park and Organized Activities.

The City has ordinances that address street events (including in parks) and that require permits issued by the police chief or, in some instances, the Parks Department or Commission for a special use in a park.

The legal issue that has arisen, specifically with regard to City Hall Park, is that enforcement has been raised as a response to certain groups and activities and not others. Whether enforcement is an issue of capacity for BPD or is based on choice, enforcement has to be equitable. In other words, and by way of example, if the City is going to require a permit for one food distribution group, it has to require a permit for all food distribution groups or otherwise expose itself to potential litigation.

Section 2.05. Expansion of Public Safety Personnel and Public Space Response Capacity.

Proactively recruiting non-City employees from other local organizations to serve on the proposed Public Space Response Teams will require a formal agreement, if none presently exists, between the City and the organization, in order for the non-City employee to act on the City's behalf and in order to appropriately apportion liability.

In addition, a City employee remains a City employee for purposes of worker's compensation, FLSA payroll obligations, etc., if they are acting at all in the course of their employment, even tangentially through "other duties as assigned." City employees could potentially be offered the opportunity to voluntarily sign up for paid shifts for additional tasks rather than being asked to volunteer. However, we would defer to HR Director Reagan as to whether even offering the option to voluntarily sign up for additional tasks potentially establishes new job responsibilities and changes job descriptions, ultimately impacting position pay steps and grades.

Section 2.07. Public Space Stewardship and Graffiti Removal.

Standing up a volunteer graffiti removal program that involves non-City employees entering third-party private property to perform maintenance under the supervision of the City should be reviewed by the City's insurance carrier and, at a minimum, will require volunteer agreements and agreements with the private property owners.

Section 2.08. Expanded Partnerships with Nonprofit Organizations and Private Property Owners.

Burlington Police Department has a form on its website that private property owners can use to trespass individuals. BPD has also previously put out press releases providing strategies for members of the public to help prevent “crimes of opportunity.”

Developing materials intended to educate private property owners about their legal rights and responsibilities is outside the scope of the City/City Attorney’s Office as it amounts to providing legal advice to non-clients. At a minimum, any such proposed educational materials should be vetted by the City’s insurance carrier to address any potential liability concerns.

Section 3.04. Expanded Temporary Emergency Shelter Space and Sanctioned Camping. & Section 3.05. Unauthorized Encampments.

The City does not currently sanction camping. Enforcement of the “Sheltering on Public Lands” policy is constant and ongoing and entirely dependent on the capacity of the staff of the Departments tasked with enforcing it.

Establishing “sanctioned” camping areas has been reviewed under the current as well as the prior Mayoral administrations. Our insurance carrier has previously taken the position that establishing sanctioned camping areas, including safe parking areas for sheltering in motor vehicles, is the equivalent of standing up the cold-weather shelter in the Miller Center. Therefore, any type of City-sanctioned camping area will likely require minimum staffing unless Acrisure/Travelers advises otherwise.

With regard to sheltering on public land, the City currently follows the policy that was established as part of the settlement of an ACLU lawsuit brought during the prior Mayoral administration. That policy was never officially presented to or adopted by the City Council during the prior administration or since. The status of the policy should certainly be addressed and formally presented to, reviewed and voted on by the City Council. However, a more restrictive policy than was established as part of the settlement, without consultation with and approval by the ACLU, exposes the City to potential liability and further litigation for violation of the settlement agreement.

With regard to the Urban Reserve, the full quote from Section 22-23 is, “**For the limited purpose of interim stewardship and pending completion of a long-term planning process**, the land known as Urban Reserve...shall be considered a city park subject to this chapter.” The City has ownership of the land known as the Urban Reserve pursuant to an easement and agreement with the Vermont Housing & Conservation Board that requires the City to finalize a map of the Urban Reserve which, once approved by the VHCB, will revert the Urban Reserve from a park back to public land. The City Attorney’s Office has worked with the City Land Steward to finalize the map and is currently prepared to take the map for approval to the VHCB.

Section 3.06. Accountability and Enforcement.

Take-aways for the City Attorney’s Office from the first six months of City Circle include:

- Many people did successfully engage with City Circle – in other words, some people will show up.
- For those who did not successfully engage with City Circle, repeat violations did not occur at a pace that allowed for criminal prosecution pursuant to our ordinances as they are currently written.
- Based on the data we have acquired from the first six months of City Circle, we identified and drafted proposed ordinance changes to allow for more rapid criminal enforcement, which we are prepared to present to the Ordinance Committee and Council.

Section 4.03. Overdose Prevention Centers. & Section 4.04. Syringe Service Programs.

The City Attorney’s Office has been actively working with DPI and Planning to discuss zoning approaches for the Overdose Prevention Center and to respond to questions about any zoning requirements for syringe service programs. Regulating either service via zoning regulation will require a full zoning amendment process.



BURLINGTON VERMONT

To: City Council REIB Committee and REIB Office

From: Laura Sánchez-Parkinson, City Councilor & Chair of the REIB Committee

Date: July 15, 2026

Subject: City Council Racial Equity, Inclusion, and Belonging (REIB) Committee
Purpose Statement & Agreements

Cc: Mayor's Office, City Council

Background

In April 2026, I was appointed Chair of the City Council Racial Equity, Inclusion, and Belonging (REIB) Committee. One of the committee's initial priorities this year was to refine a shared understanding of the committee's purpose and to establish meeting agreements that would guide how committee members and the public engage in committee discussions.

Established in 2021, the City Council REIB Committee is the newest standing committee. As the committee continues to evolve, members recognized an opportunity to further clarify its mission, responsibilities, and relationship to the City's broader equity infrastructure. A clearly defined purpose supports consistency, strengthens accountability, and provides continuity for future Council members and committee leadership.

Like several other City Council committees that work in partnership with City departments, the REIB Committee collaborates closely with the City's REIB Office. This year also marked an important milestone with the REIB Office becoming a Charter-established office. While the Office and the Committee have distinct responsibilities, they share a common goal of advancing equitable policies and practices across the City. Clarifying their complementary roles helps strengthen collaboration, reduce ambiguity, and improve public understanding of how this work is carried out.

In addition to clarifying the committee's purpose, members recognized the importance of establishing shared meeting agreements. Because the committee regularly considers complex social issues that can affect many members of our community in different ways, creating clear expectations for respectful, thoughtful, and productive dialogue is essential. The meeting agreements were developed collaboratively through discussions with committee members, REIB Office staff, and community members who participated in planning meetings during May and June 2026.

Together, the purpose statement and meeting agreements are intended to provide a strong foundation for the committee's structure and work.

Revised 2026 Purpose Statement & Agreements

The City Council Racial Equity, Inclusion, and Belonging (REIB) Committee advances equitable policy, strengthens accountability, and works to ensure community voices help shape decisions that affect Burlington constituents.

The REIB committee reviews, develops, and tracks policies and initiatives that affect Burlington residents, with particular attention to communities that have experienced systemic barriers and inequities. Through this work, the committee strives to advance a Burlington where everyone has equitable access to housing, education, employment, healthcare, public services, and meaningful participation in civic life.

Working alongside the REIB Office and in partnership with City departments, City Council, boards, and commissions, the REIB committee serves as a forum between City staff and the community.

The committee typically meets on the third Tuesday of each month. Community members are encouraged to attend and participate. To help create a respectful and productive space, we ask everyone to follow our meeting agreements:

- Listen with respect and curiosity
- Speak from your own experiences
- Make space for all voices to be heard
- Stay focused on the purpose of the meeting
- Engage across differences with openness

To view meeting agendas and minutes:

https://burlingtonvt.portal.civicclerk.com/?category_id=54

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

8/3/2026

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
2	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
3	9/23/2024	Resolution: The Establishment Of A Downtown Public Safety HUB	the Public Safety Committee shall engage the community on its vision for a public safety hub, and this engagement shall include consultation with interested community partners, including, but not limited to, Neighborhood Planning Assemblies, the DPW Commission, Board of Health, Director of Business and Workforce Development and Church Street Marketplace Commission, Burlington Police Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community	the Public Safety Committee shall report back on the needs and input from the community to the City Council on or by January 21, 2025, including any specific options or recommendations for a public safety hub (e.g.) new or existing freestanding structures, existing storefront space, a mobile public safety hub, etc.); and BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, it is the stated intent of the full City Council to act on specific options or recommendations from the Public Safety Committee on or by March 10, 2025
4	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	on or before March 24, 2025; by March 10, 2025 UPDATE: The note with the action should state that the attorney-client privilege was waived for this communication by the Ordinance Committee and approved for publication at our September 18, 2025 committee meeting and that the committee deliberated and decided to table the matter to an unspecified future date.
5	7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to to the Parks, Arts and Culture Committee	not-specified
6	8/25/2025	Resolution: Welcoming President Marlene Tromp, Re-affirming Our Longstanding Partnership With the University of Vermont, And Acknowledging Our Shared Commitment to Affordable, Safe, and High Quality Housing for Students	it was requested that the Mayor provide an update on the City and UVM's shared goals on housing, safety, and well-being	end of this calendar year
7	9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
8	9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified
9	10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified
10	10/21/2025	Resolution: March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness (Referral to Charter Change Committee)	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 the Charter Change Committee	12/1/2025
12	1/26/2026	Ordinance: CDO-planBTV Downtown Code Fences ZA-26-02	referred to the Ordinance Committee	not-specified
13	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	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 WITH MAYOR PRESIDING
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
July 13, 2026**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 7:01 pm.

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

Member absent: Councilor Litwin

Others present: City Attorney Brown (online): COS Gerlach, Deputy COS Zakaras and Lori Olberg

Subject	1.1. Motion to adopt agenda
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Meeting	July 13, 2026 - City Council With Mayor Presiding Meeting - Monday, July 13, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	1. Agenda
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Department	Mayor's Office
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Type	Action Procedural
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Recommended Action	Motion to adopt agenda
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1.1. Motion to adopt agenda

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

2. Deliberative Agenda

2. Deliberative Agenda

Subject	2.1. Reconnecting Bank & Cherry (Cherry Street) – CDS CD23(1) – Decisions on Condemnation Proceedings
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Meeting	July 13, 2026 - City Council With Mayor Presiding Meeting - Monday, July 13, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	2. Deliberative Agenda
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Department	Public Works Department
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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 Cherry Street Project CDS CD23(1) and the corresponding easements and other documents necessary to effectuate the Decisions and easements after review and approval of the City Attorney's Office: a. Decision and Order of the City Council with Mayor Presiding, City of Burlington, Vermont. For the Alteration of a Roadway known as the Cherry Street Project CDS CD23(1), and for Condemnation of a Portion Thereof, and 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 Roadway known as the Cherry Street Project CDS CD23(1) 2.1. Reconnecting Bank & Cherry (Cherry Street) — CDS CD23(1) — Decisions on Condemnation Proceedings Laura Wheelock, Corey Mims and Attorney Shamis were present for this agenda item. Motion made by Councilor Singh, seconded by Councilor Schachter, regarding 1 (A) Necessity. Roll call vote taken: Ayes: Councilors Barlow, Bergman, Broderick, Carpenter, Grant, Sanchez-Parkinson, Schachter, Singh and Mayor Mulvaney-Stanak Absentions: Councilors McKnight and City Council President Traverse Absent: Councilors Litwin and Neubieser Motion passed: 9:2:2. Motion made by Councilor Singh, seconded by Councilor Schachter, regarding 1 (B) Compensation. Roll call vote taken: Ayes: Councilors Bergman, Broderick, Carpenter, Schachter, Singh, City Council President Traverse and Mayor Mulvaney-Stanak Abstentions: Councilors Barlow, Grant, McKnight, Neubieser and Sanchez-Parkinson Absent: Councilor Litwin Motion passed: 7:5:1.

3. Adjournment

3. Adjournment

Subject	3.1. Motion to adjourn
Meeting	July 13, 2026 - City Council With Mayor Presiding Meeting - Monday, July 13, 2026, 7:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn
3.1. Motion to adjourn	
Mayor Mulvaney-Stanak adjourned the meeting at 7:09 pm.	



**BURLINGTON LOCAL CONTROL COMMISSION
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
July 13, 2026**

1. Agenda

1. Agenda

City Council President Traverse convened the meeting at 6:59 pm.

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

Member absent: Commissioner Litwin

Others present: City Attorney Brown (online), COS Gerlach, Deputy COS Zakaras and Lori Olberg

Subject	1.1. Motion to adopt agenda
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Meeting	July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	1. Agenda
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Department	Council and Board
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Type	Action Procedural
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Recommended Action	Motion to adopt agenda
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1.1. Motion to adopt agenda

Motion made by Commissioner Singh, 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
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Meeting	July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	2. Consent Agenda
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Department	Council and Board
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Type Action (Consent)
Procedural

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

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

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

Subject 2.2. First and Third Class Liquor License Renewals (2026-2027): Majestic

Meeting July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 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 2026-2027 First and Third Class Liquor License Renewals for Majestic with all standard conditions

2.2. First and Third Class Liquor License Renewals (2026-2027): Majestic

Subject 2.3. Outside Consumption Permit Expansion (one day only): Honey Road, September 26, 2026

Meeting July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 2. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)

Recommended Action approve the one day only outside consumption permit expansion for Honey Road, September 26, 2026

2.3. Outside Consumption Permit Expansion (one day only): Honey Road, September 26, 2026

Subject 2.4. Outside Consumption Permit Expansion (one day only): Pascolo Ristorante, September 19, 2026

Meeting July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 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 one day only outside consumption permit expansion for Pascolo Ristorante, September 19, 2026

2.4. Outside Consumption Permit Expansion (one day only): Pascolo Ristorante, September 19, 2026

3. Deliberative Agenda

3. Deliberative Agenda

Subject **3.1. Third Class Liquor License Application (2026-2027): La Reprise Wines, LLC**

Meeting July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 3. Deliberative Agenda

Department Department of Finance and Administration

Type Action

Recommended Action approve the 2026-2027 Third Class Liquor License Application for La Reprise Wines, LLC with all standard conditions

3.1. Third Class Liquor License Application (2026-2027): La Reprise Wines, LLC
Motion made by Commissioner Schachter, seconded by Commissioner Grant, to approve the motion as presented.
Motion passed unanimously.

4. Adjournment

4. Adjournment

Subject **4.1. Motion to adjourn**

Meeting July 13, 2026 - Local Control Commission Meeting - Monday, July 13, 2026, 6:55 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

4.1. Motion to adjourn
City Council President Traverse adjourned the meeting at 7:01 pm.



BURLINGTON CITY COUNCIL
CONTOIS AUDITORIUM, 149 CHURCH STREET, 2ND FLOOR
MINUTES OF MEETING
July 13, 2026

1. Agenda

1. Agenda

City Council President Traverse convened the meeting at 6:06 pm.

Members present: City Council President Traverse, Councilors Barlow, Bergman, McKnight, Sanchez-Parkinson, Schachter and Singh (all in person); Councilors Broderick, Carpenter and Neubieser (all online)
Member absent: Councilor Litwin

Others present: City Attorney Brown (online), Mayor Mulvaney-Stanak, COS Gerlach, Deputy COS Zakaras and Lori Olberg

Subject	1.1. Motion to amend/adopt agenda
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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
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Category	1. Agenda
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Department	Council and Board
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Type	Action Procedural
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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)
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1.1. Motion to amend/adopt agenda

Motion made by Councilor Singh, seconded by Councilor Schachter, to adopt the agenda as amended. Motion passed unanimously.

2. Executive Session (25 mins.)

2. Executive Session (25 mins.)

City Attorney Brown spoke to this agenda item.

Subject	2.1. Litigation Update — City Attorney's Office
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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
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Category	2. Executive Session (25 mins.)
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Department	City Attorney
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Type	Action Procedural
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Recommended Action	Motion 1:
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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;

Motion 2:

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.

2.1. Litigation Update — City Attorney's Office

Motion 1: Motion made by Councilor Singh, seconded by Councilor Barlow. Motion passed unanimously.

Motion 2: Motion made by Councilor Singh, seconded by Councilor Schachter. Motion passed unanimously.

The City Council went into Executive Session at 6:09 pm.

The City Council came out of Executive Session at 6:30 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 6:32 pm.

City Council President Traverse closed the Public Forum at 6:44 pm.

Subject	3.1. Verbal Comments
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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
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Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
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Department	Council and Board
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Type	Action Procedural
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3.1. Verbal Comments

BTV residents (in person):

Jonathan Fabian: Police

Charlie Messing: Motorcycles, Trees, Tilly Drive SSTA

BTV property owner (in person):

Jeff Nick: Downtown Concerns

Non-BTV resident (in person):

Timothy Michell: 1st amendment violation

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

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
4.1. Verbal reports	

5. Committee Reports

5. Committee Reports

Subject	5.1. Verbal reports
Meeting	July 13, 2026 - City Council Meeting - Monday, July 13, 2026, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Committee Reports
Department	Council and Board
Type	Information
5.1. Verbal reports	

6. Consent Agenda

6. Consent Agenda

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

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)
Communication
Information

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

6.2. Accountability List - C/T

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)
Information
Minutes

Recommended Action approve the minutes

6.3. June 29, 2026 City Council Meeting, City Council With Mayor Presiding Meeting and Local Control Commission Meeting Minutes - C/T

Subject 6.4. Special Event Outdoor Entertainment Permit Application (one day only): The Ramble, July 25, 2026, 20 Allen Street

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

6.4. Special Event Outdoor Entertainment Permit Application (one day only): 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

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

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)
Information

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

6.6. Cara Simoneau Deputy Health Officer Appointment

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)
Communication

Recommended Action waive the reading, accept the communication, place it on file and advertise the vacancy in Seven Days

6.7. Communication: Chase Taylor, Member, DRB Alternate, re: Resignation

Subject 6.8. Request for Approval to Execute Contract with ADS Environmental Services for the Flow Monitoring Services – DPW - Water Resources

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

6.8. Request for Approval to Execute Contract with ADS Environmental Services for the Flow Monitoring Services — DPW - Water Resources

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
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Category	6. Consent Agenda
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Department	Department of Finance and Administration
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Type	Action (Consent) Communication Information
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Recommended Action	to receive the communication and place it in the file
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6.9. Unlicensed Dogs and Wolf-Hybrids - C/T

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
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Category	6. Consent Agenda
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Department	Racial Equity, Inclusion, & Belonging (REIB)
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Type	Action (Consent)
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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
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6.10. Vermont Psychological Services Sponsorship — REIB

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
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Category	6. Consent Agenda
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Department Fire Department

Type Action (Consent)

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

6.11. Burlington Fire Department - Background Check Fee for Ride Along Program

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

6.12. Reclassification of Administrative and Accounting Assistant Position from Grade 14 to 16 - Fire

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

6.13. Lease of 99 Intervale Road to the Intervale Center and Gardens Alive — CEDO

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)
Information

Recommended Action to approve the above list of meetings through February 8, 2027

6.14. Regular Schedule of City Council Meetings From September 14, 2026 to 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

Category 6. Consent Agenda

Department Patrick Leahy Burlington International Airport

Type Action (Consent)
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.
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.
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.

6.15. Resolution: Authorization to Enter into a Capital Lease Purchase Agreement with M&T Bank for Airport Improvements (Board of Finance)

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 Manhattan 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) 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
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 Manhattan Stormwater Outfalls Rehabilitation Project (Board of Finance)	

7. Deliberative Agenda

7. Deliberative Agenda

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 Information Presentation

7.1. Community and Housing Infrastructure Program (CHIP) Work Session (30 mins.)
Gummi Jonsson and Samantha Dunn spoke to this agenda item.

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 Report Action

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

7.2. 2026 Vermont Legislative Session Summary (20 mins.)

David Mickenberg and Virginia Renfrew spoke to this agenda item.

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

7.3. Battery Storage Approval - Electric (20 mins,)

Darren Springer and Emily Stebbins-Wheelock were present for this agenda item.

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

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
Resolution

Recommended Action waive the reading and adopt the resolution

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.)

HR Director Reagan spoke to this agenda item.

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

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
Type	Communication Information

7.5. Police Chief Hiring Process Update — Mayor and HR Director (20 mins.)
Mayor Mulvaney-Stanak and HR Director Reagan spoke to this agenda item.

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
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Category	7. Deliberative Agenda
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Department	Police Department
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Type	Action
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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
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7.6. Authorization to Accept Grant Award from Vermont Department of Public Safety for Emergency Response Unit Tactical Supplies — Police (15 mins.)

Interim Chief Burke and Shannon Trammell spoke to this agenda item.

Motion made by Councilor Singh, seconded by Councilor Schachter, to approve the motion as presented.

Roll call vote:

Ayes: Councilors Barlow, Carpenter, Grant, McKnight, Schachter, Singh and City Council President Traverse

Nays: Councilors Bergman and Sanchez-Parkinson

Absent: Councilors Broderick, Litwin and Neubieser

Motion passed: 7:2:3.

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

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

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
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Category	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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Department	Council and Board
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Type Information

8.1. Verbal reports

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

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

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

9.1. Verbal reports

10. Adjournment

10. Adjournment

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

Type Action
Procedural

Recommended Action Motion to adjourn

10.1. Motion to adjourn

City Council President Traverse adjourned the meeting at 9:44 pm.

11. Informational and Non-Discrimination Statements

11. Informational and Non-Discrimination Statements

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

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.

Lori Olberg

From: Mary O'Neil
Sent: Friday, July 24, 2026 8:22 AM
To: Lori Olberg
Subject: FW: DRB resignation

See below~



**Please note that this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*

From: Alexander J. LaRosa <ajlarosa@mskvt.com>
Sent: Friday, July 24, 2026 1:38 AM
To: Mary O'Neil <MCOneil@burlingtonvt.gov>
Cc: Scott Gustin <SGustin@burlingtonvt.gov>; Caitlin Halpert <caitlin.j.halpert@gmail.com>
Subject: Re: DRB resignation

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

Hi Mary - I was thinking I had to sign the decisions from the last meeting first. However, if Caitlin can sign them, please consider this my formal resignation from the DRB. It's been an absolute pleasure to work with you all!

A.J.

MSK Attorneys
275 College Street, P.O. Box 4485
Burlington, VT 05406-4485
Tel: 802-861-7000 ext 1270 | Fax: 802-861-7007
www.mskvt.com

This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies or records of the original message.

From: Mary O'Neil <MCOneil@burlingtonvt.gov>
Sent: Thursday, July 23, 2026 2:47 PM
To: Alexander J. LaRosa <ajlarosa@mskvt.com>; Alexander J. LaRosa <ajlarosa@mskvt.com>
Subject: DRB resignation

Good afternoon,

We need your resignation in writing, AJ, so the opening can be advertised next week.

You can send that to me directly, and I will forward to the Clerk's office.

Sorry to see the termination of your service. You were a much valued member, and with you goes significant experience.

Best regards,



Mary O'Neil, MS, AICP
Principal Planner, City of Burlington
Coordinator, Certified Local Government Program
645 Pine Street
Burlington, VT 05401
mconeil@burlingtonvt.gov
802.865.7188 office
802.865.7556 direct
802.863-0466 fax

**Please note that this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*



To: Board of Finance and City Council

From: Megan Moir, Division Director - Water Resources
Rocky Vogler, Director of Engineering and Operations
Kate Komorowski, Director of Drinking Water Production
Dave Booska, Drinking Water Production Manager

Cc: Chapin Spencer, DPW Director
Tony Berry, Human Resources Manager
Lynn Reagan, Director of Human Resources

Date: August 3, 2026 (Concurrent)

Subject: Water Resources Drinking Water Personnel Reorganization – Distribution Operations Lead and Tiering for the Water Treatment Plant workgroup

EXECUTIVE SUMMARY

The Water Resources Division (WRD) of the Department of Public Works (DPW) requests Board of Finance and City Council approval for a variety of organizational changes related to the WRD Metering Services workgroup. These include:

1. Reclassification of one (1) Distribution Working Foreperson position (AFSCME Grade 17) to Water Distribution Operations Lead (AFSCME Grade 19);
2. Reorganization of the Water Plant Operator and Water Plant Mechanic positions (AFSCME Grade 17) into a tiered Drinking Water Production Technician ladder (AFSCME Grade 15/17/18/19) for existing and future vacancies and for existing employees who wish to access the benefits of tiering through acquiring progressive skills and credentials and corresponding duties and responsibilities.

Additional details are provided below in the background.

Funds for these organizational changes were included in the approved FY27 Drinking Water budget.

BACKGROUND

Over the last several years, WRD has made incremental and targeted adjustments to its staffing resources and structure to build a resilient and sustainable organization. The proposals outlined in this memo are in alignment with the “themes of action” outlined in previous organizational continuous improvement memos¹ and presentations.²

1. Incentivize staffing excellence
2. Pay commensurate with responsibility
3. Plan for organizational succession
4. Increase operational efficiencies
5. Increase/support division level leadership bandwidth

¹ <https://burlingtonvt.portal.civicclerk.com/event/7005/files/attachment/4998>

² <https://burlingtonvt.portal.civicclerk.com/event/7005/files/attachment/4998>

The changes described below and requested in this memo support improvements in line with several of these themes. The current and proposed organizational chart is provided as Attachment A and the new job descriptions are provided in Attachment B. All positions were graded by the Human Resources Department and approved by AFSCME leadership.

SUMMARY OF ORGANIZATIONAL CHANGES

Reclassification of one Distribution Working Foreperson (non-Union) position to a Water Distribution Operations Lead (AFSCME)

Action Areas: incentivize staffing excellence; pay commensurate with responsibility; plan for organizational succession; increase/support division level leadership bandwidth

The Water Distribution workgroup are the field heroes of the Drinking Water utility. The distribution system is the network of underground pipes that carry potable water from the water plant and storage systems to Burlington properties. These dedicated distribution employees work throughout the year and in a variety of harsh weather conditions and underground construction hazards (traffic, deep trenches and congested subsurface environments) to repair the water distribution system when it breaks and restore water service to homes and businesses. They also perform proactive maintenance such as hydrant flushing and valve testing and replacement which are critical to maintaining water quality and improving the resiliency of our system. The team also oversees private contractors who are working on the distribution system to ensure they are meeting standards and drinking water standards. This repair work has always been done carefully to ensure the potability of drinking water. However, since approximately 2019, even more strict focus and regulation has been placed ensuring that no contamination of the drinking water occurs during water main and service breaks from the surrounding soils, which can contain bacteria and cause illness in the users. This requires many steps and decisions when unearthing and repairing a break, turning an already physically demanding job into also one with significant technical demands. Like many water resources positions, the distribution roles require employees to obtain professional certifications from the State (Class D Distribution).

The workgroup is currently supported by two working forepersons which are in the Union (Grade 17) and one non-Union Distribution Manager (Grade 20). The previous Distribution Manager³ retired in late 2025 and, as is typical for the Water Resources Division, alternative structures were examined within the framework of the current organizational structure to ensure that the structure continues to align with current and future needs. Additionally, after discussions with a likely potential internal candidate, two key hurdles became clear:

- The pay differential between the Grade 17 working foreperson and the Grade 20 manager position may not be sufficiently enticing to someone in a Union position which has the ability to receive on-call pay and overtime for hours worked outside the 40 hour week – a challenging hurdle for a position that is often called upon to work emergencies late at night and on weekends.
- Distribution needs to retain the important field skillsets, including distribution technical skills and urban excavation, that is held within our AFSCME workforce but which cannot continue to be performed once that same employee is in a non-Union management position.

Similar challenges surfaced in conversations about the Right of Way Streets Manager role in DPW which was also vacant. Given these factors, DPW leadership began exploring alternative leadership concepts that could serve to address these challenges while also providing enough front-line leadership to ensure that the needed workflow

³ This position was created in 2014 and served an important role for many years to provide frontline management to the workgroup and relieve the pressure on the Water Resources Division Director. With the creation of the Director of Engineering and Operations in 2025, the need to have this additional layer of management could be revisited.

coordination and employee mentoring, training and performance guidance would be provided. A similar concept was already being advanced in the Metering group. In the case of Water Distribution, this involves the reclassification of one of the two working foreperson roles into position titled "Distribution Operations Lead." WRD leadership believes given the current workflow of the distribution group and the ability of the Operations Lead to serve as a working member of the crew, that this proposed structure could be a good option for effective in staffing for certain operational workgroups. The success of this framework will be evaluated at regular intervals and ultimately will be formally reviewed when the position becomes vacant.

The job description has been written in careful consultation with the Director of Human Resources to capture many of the job duties of the previous manager position, but ensure that supervisory duties reserved for non-Union management remain with non-Union personnel – in this case the Director of Engineering and Operations.

An additional benefit of this organizational change is that it will allow for the vacant Distribution Manager position FTE to be re-purposed and deployed in the Engineering and Asset Management group to support the increasing workload related to project review and inspection which is currently fulfilled by a single position, the Water Resources Utilities Inspector position, and other duties within the larger Water Resources workgroup. This will allow Water Resources to explore meeting these needs without adding additional FTEs to the overall Water Resources Division and will result in improved services for rate payers.

WRD will return to the Board of Finance and City Council in late summer to advance that and several other related organizational updates, including likely tiering of the Distribution Field Technicians and, if warranted, a reclassification review of the remaining working foreperson role.

The Human Resources (HR) Grading Committee graded the Distribution Operations Lead as AFSCME Grade 19.

Reclassification Water Treatment Plant Operator and Plant Mechanics to a Drinking Water Production Technician I/II/III (tiered) position

Action Areas: incentivize staffing excellence; pay commensurate with responsibility; plan for organizational succession; increase/support division level leadership bandwidth

The Drinking Water Production workgroup is tasked with critical 24-7-365 operations related to the treatment of water withdrawn from Lake Champlain, the pumping of water via the Lakefront and Reservoir pump stations to the distribution system, and the storage of potable water in the City's seven million gallon reservoir on Main Street and the two elevated storage tanks. It currently consists of 5 water plant operators and 3 plant mechanics. Similar to distribution staff, all production operations staff must pursue and obtain a professional certification – in this case the highest level Vermont offers, a Class 4C license which is for the larger Vermont surface water systems such as ours.

This proposed tiering framework addresses several needs that have been identified in the recent years for the workgroup:

- Providing a mechanism for hiring and training the next generation of water production employees who may not have previous experience by providing an entry level where on the job training is the intention instead of requiring established technical skills at the time of hire, which can be hard to meet.

- Addressing the issue that there is currently no pay difference between the Plant Operator and Plant Mechanic positions, despite the fact that Plant Mechanics must perform the duties of Plant Operator while also performing skilled mechanic duties. This presents both internal workgroup cultural challenges as well as recruitment challenges. In the current framework, once an employee has both operations and mechanical proficiencies and training, they will be promoted to the Technician II level which is at a higher grade than the Operator (Technician I) role.
- Improving workgroup resiliency by making it a requirement that all new employees achieve, over time and with training, operation and maintenance proficiencies (Technician II)
- Incentivizing proficiency and achievement of necessary certifications (i.e. employees start at lower pay grade but are rewarded with higher pay when milestones are met).
- Providing for an “expert” tier (Technician III) that allows for qualified individuals in the workgroup to be compensated at rate commensurate with their advanced skills and ability to support the drinking water leadership team at a higher level.

Similar to recent tiering frameworks approved by City Council, this tiering ladder requires that employees meet certain reasonable milestones for progression up the ladder to a “base” level. Namely, Technicians in Training must complete milestones and progress to the Technician I level (operations) within 2 years of their initial hire. Technician I employees must progress to the Technician II (operations and mechanical) within 4 years of their initial hire. Only employees who wish to pursue additional training, proficiencies and specific experience portfolios will progress to Technician III (i.e. no one is required to advance). Please see the progression matrix included in Attachment C.

The two vacant Plant Mechanic positions are proposed to become tiered positions immediately. Existing employees in the workgroup (all currently AFSCME grade 17) will not be required to advance to higher tiers but may do so if they complete the requirements of a higher tier. As has been the practice with most previous tiering, an employee who meets the experience and proficiency requirements of a tier with a higher pay grade than that which they are currently at the time of tiering in will be placed at the higher tier and given a documented period of time to complete any additional certifications or specific training courses. Future tiering placement will require employees to meet the entirety of the tiered position description. Furthermore, when any remaining “un-tiered” plant operator or plant mechanic roles become vacant, they will also be converted into the tiered Drinking Water Production Technician tiered role.

The Human Resources (HR) Grading Committee graded the tiered positions as follows:

- Drinking Water Production Technician in Training: Grade 15⁴
- Drinking Water Production Technician I: Grade 17 (current grade of employees)
- Drinking Water Production Technician II: Grade 18
- Drinking Water Production Technician III: Grade 19

BUDGET IMPACT

⁴ In the discussion regarding grading, it was acknowledged that employees in this tier who are approaching, but have not yet achieved the proficiencies for Technician I such as passing the Grade 4C certification/license, will likely have the opportunity to fulfill the duties of the Technician I position for some shifts, based on the approval of the Drinking Water Production Manager under whose license they would be operating. In this case, those employees would be paid at the Technician I pay grade for the duration of those shifts.

The City's Human Resources Department has reviewed the position descriptions and determined the recommended pay scale for these positions.

Position	Current Grade	FY27 Wage	Proposed Grade	FY27 Wage	Salary Impact ¹
Reclassification of Working Foreperson to Distribution Operations Lead	AFSCME Grade 17/9	\$79,700	AFSCME Grade 19	\$84,574	\$4,874
Reclassification of Drinking Water Production workgroup employees to Tiered Technician ladder	AFSCME Grade 17/1	\$70,293	AFSCME Grade 15/1	\$61,977	(\$8,316)
			AFSCME Grade 17/1	\$70,293	No change
			AFSCME Grade 18/1	\$75,176	\$4,883
			AFSCME Grade 19/1	\$81,436	\$11,143

Notes

1) Unless otherwise noted, reclassifications use 5% minimum rule from Article 9.2d of the AFSCME contract

2) For wage comparison for Tiered Drinking Water Production, used Step 1 of Grade 17 (Plant Operator or Plant Mechanic) compared to Step 1 of relevant grades.

The salary impacts were calculated using the FY27 pay-scales. It is currently anticipated that for FY27 the overall salary impact will likely be very minimal or even reduced for the Drinking Water Fund given the following:

- The two vacancies (currently Plant Mechanic roles, Grade 17) will likely be filled as Technician in Training level, which represents an estimated \$16,632 reduction in salary expense.
- While the reclassification of the Distribution Working Foreperson is modest increase, the existing Distribution Manager (Grade 20, Non-Union) will be repurposed into a lower grade AFSCME position in the Engineering and Asset Management group. The related re-organization may involve some additional grading changes but overall, any resultant wage expense increase will be small and within the contingency amount budgeted in the approved FY27 Water Resources budgets.

Motions

Board of Finance Motion:

1. To recommend that the City Council approve the:
 - Reclassification and retitling of a Distribution Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to the Distribution Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position.
 - Immediate reclassification and retitling of two currently vacant Water Plant Operator, Full-time, Non-Exempt, AFSCME, Grade 17 positions to the tiered Drinking Water Production Technician In Training/I/II/III as follows:
 - Drinking Water Production Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the first of four tiers for this position; and,
 - Drinking Water Production Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, the second of four tiers for this position; and,
 - Drinking Water Production Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the third of four tiers for this position.

- Drinking Water Production Technician III, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the fourth of four tiers for this position.
- Reclassification and retitling of three currently occupied, legacy Water Plant Operator and three currently occupied, legacy Water Plant Mechanic positions (Regular, Full-time, Non-exempt, AFSCME, Grade 17) to the tiered Drinking Water Production Technician In Training/I/II/III as described above , upon future vacancy of the position(s) or upon the voluntary election of the incumbent(s) to tier up as qualified, whichever occurs first.

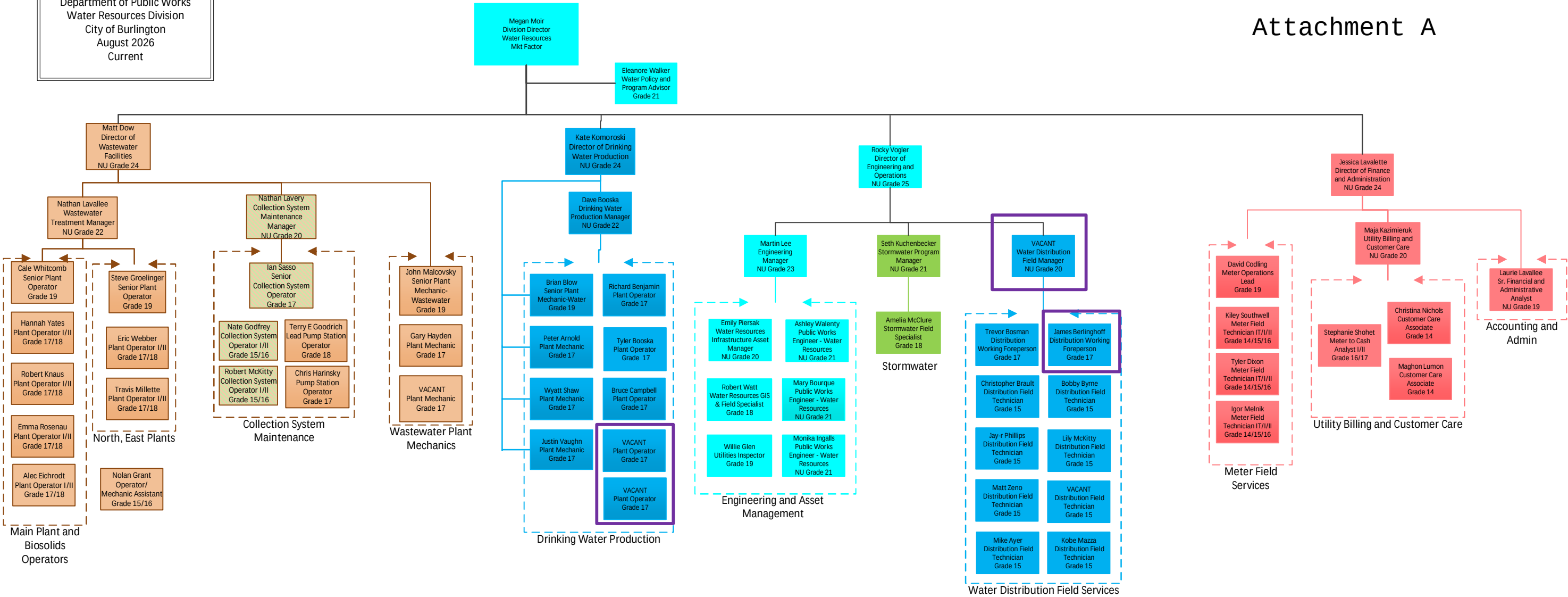
City Council Motion:

1. To approve the:

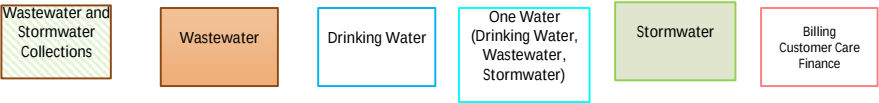
- Reclassification and retitling of a Distribution Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to the Distribution Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position.
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 - Drinking Water Production Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, the second of four tiers for this position; and,
 - Drinking Water Production Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the third of four tiers for this position.
 - Drinking Water Production Technician III, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the fourth of four tiers for this position.
- Reclassification and retitling of three currently occupied, legacy Water Plant Operator and three currently occupied, legacy Water Plant Mechanic positions (Regular, Full-time, Non-exempt, AFSCME, Grade 17) to the tiered Drinking Water Production Technician In Training/I/II/III as described above , upon future vacancy of the position(s) or upon the voluntary election of the incumbent(s) to tier up as qualified, whichever occurs first.

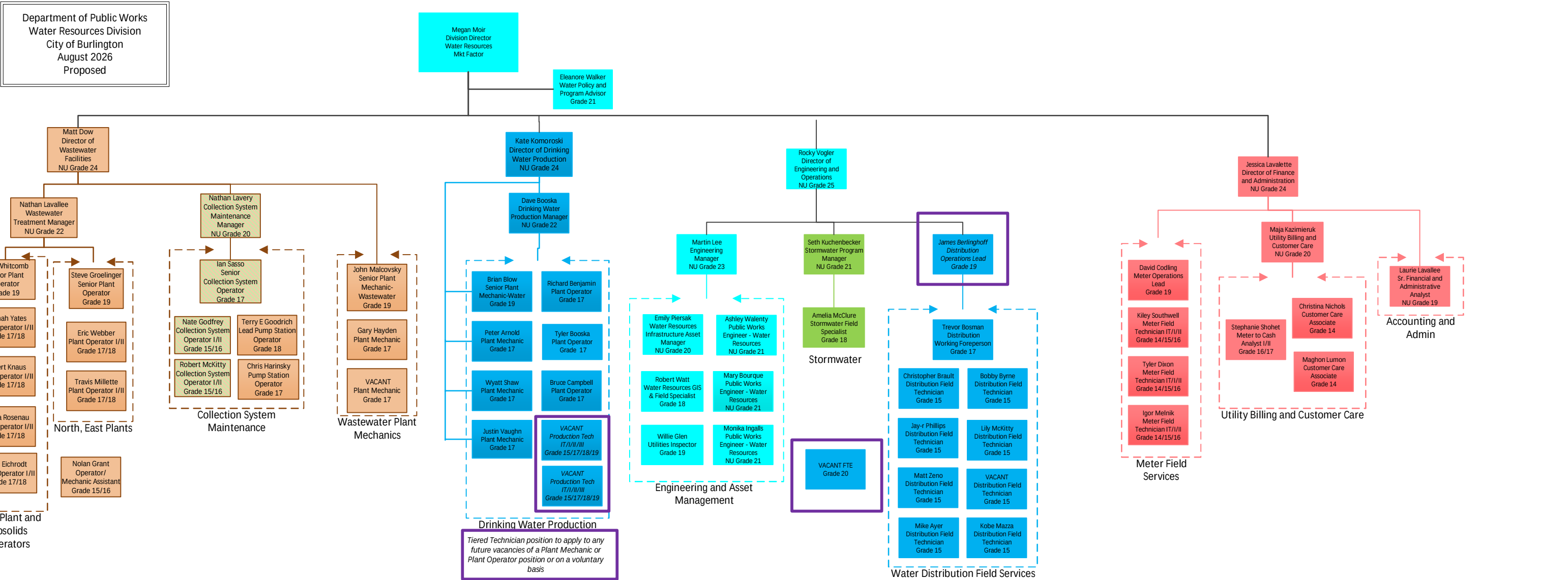
Attachments:

- A. Current and Proposed Water Resources Division Organizational Chart
- B. Job Descriptions
- C. Drinking Water Production Technician Progression Matrix

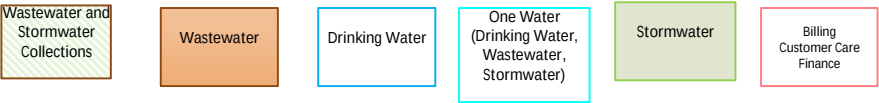


WORKGROUP FUNCTION KEY

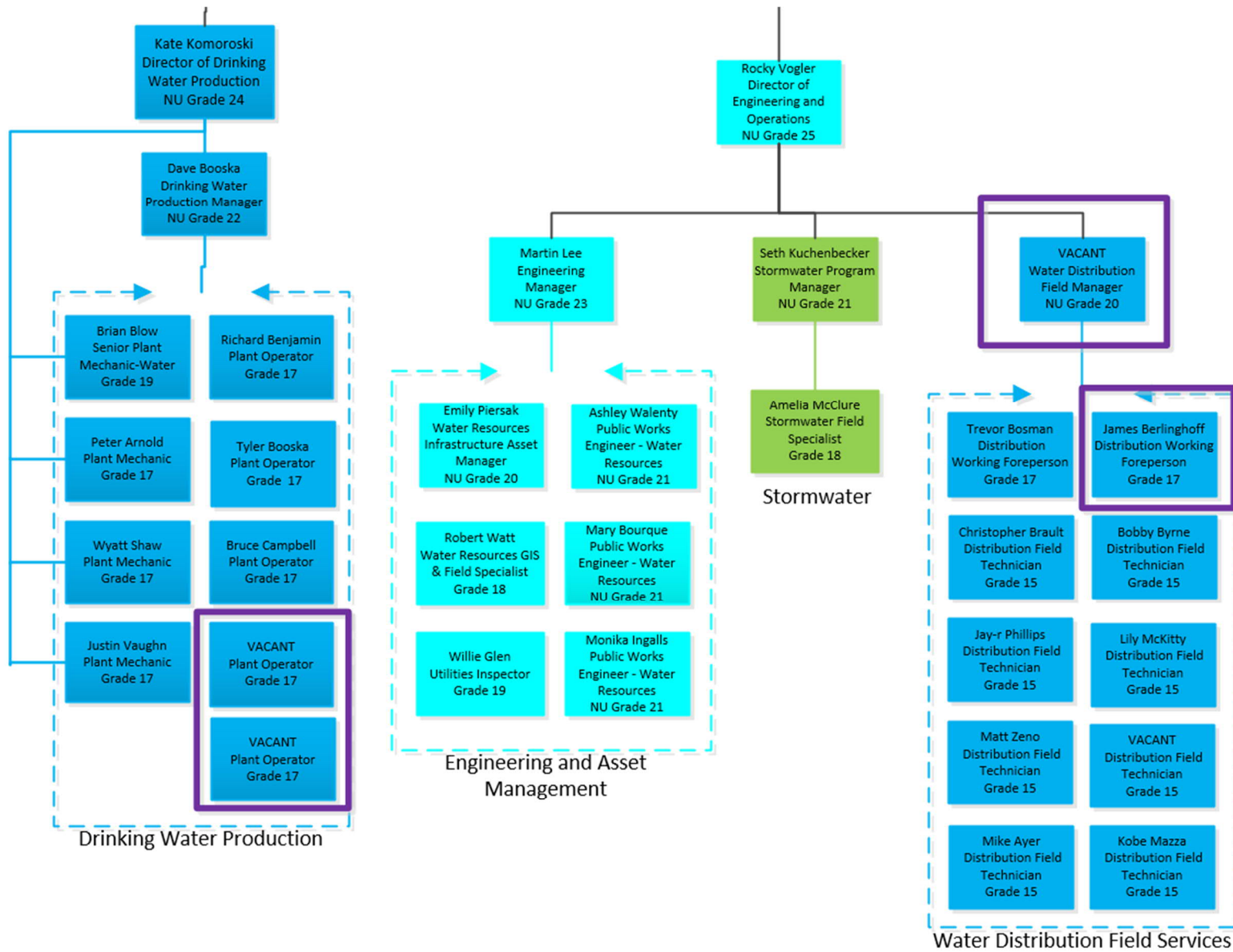




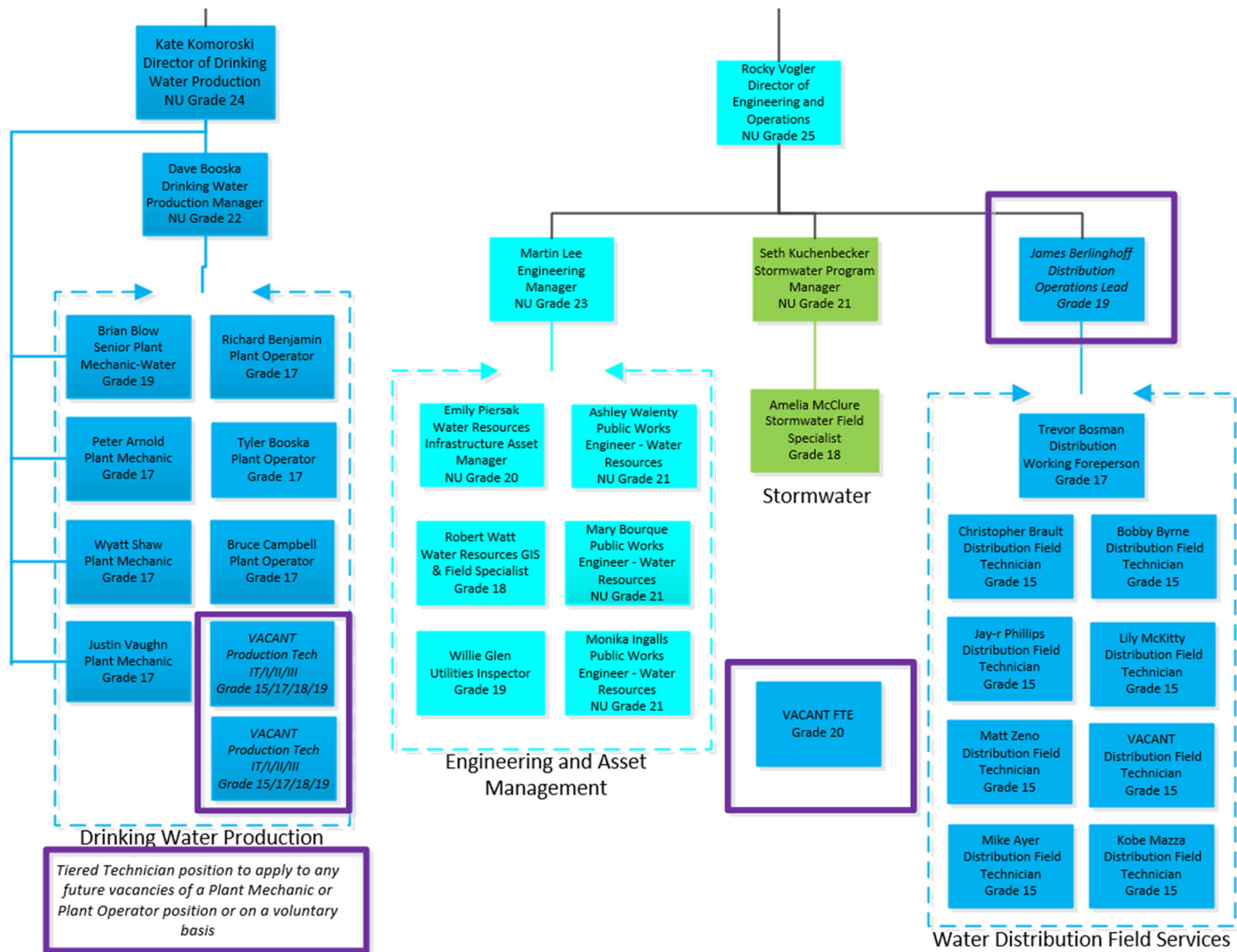
WORKGROUP FUNCTION KEY



CLOSE UP: CURRENT



CLOSE UP: PROPOSED



City of Burlington Job Description

Position Title: Water Distribution Operations Lead

Department: Department of Public Works

Reports to: Water Resources Director of Engineering and Operations

Pay Grade: 19

Job Code: 1168

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for providing on-site coordination and technical oversight to field service crew members engaged in installing, maintaining and repairing the City's Water Distribution system and connections in accordance with Federal, State, City and AWWA (American Water Works Association) standards and regulations.

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

Team Lead Functions:

- This includes, in collaboration with the Director of Engineering and Operations:
 - Coordinating the daily and weekly workflow of the team.
 - Monitoring and providing on-site feedback to employees including, but not limited to, job duty proficiency and productivity and compliance with AWWA. Departmental procedures, State regulations and City safety requirements.
 - Assist in identifying relevant training opportunities to enhance workgroup performance and fully realize staff potential.
 - Orient new employees and ensuring proper safety and proficiency training is complete before employees are deployed to tasks.
 - Review of leave requests for alignment with resource needs and weekly payroll for completeness and accuracy prior to final approval by management.
 - Scheduling employees for on-call or scheduled call-ins as necessary.
 - Coordinating distribution activities with the drinking water production team and customer service including field investigations related to water supply anomalies.
- Ensures all work is completed accurately, in compliance with AWWA, departmental procedures, State regulations and City safety requirements and on time, including but not limited to:
 - Compliance with AWWA C-651 disinfection requirements and State regulations, including coordinating bacteriological sampling requirements.
 - Disgsafe, excavation permit and DPW back-fill procedures
 - Confirms accuracy and completion of workorders and ensures the appropriate documentation of all billable and non-billable work. isthe workgroupEnsures that

distribution related See Click Fix requests are completed by the due date.

- o Ensures that all activities are captured in the City's asset management and GIS systems as appropriate.
- In conjunction with Director of Engineering and Operations, participates in:
 - o Development of monthly and annual work plans
 - o Determination of priority levels of work such as, but not limited to: leak repair, main & service installation, annual hydrant flushing program, leak detection, valve exercising and repair/replacement
 - o Monitoring the progress of day-to-day operations and long term goals
 - o Provide input to capital improvements plan.
 - o Review construction documents to ensure compliance with City standards.
 - o Provide input into resolution of distribution related field challenges.
 - o Coordinating work scheduling with other City workgroups and stakeholders such as DPW technical services, Fire, Police, CCTA etc. as appropriate
 - o Development and updating of Standard Operating Procedures (SOPs)
 - o Coordinates the implementation of boil water notification procedures and protocols, as appropriate.
 - o Providing input into bid specifications for specialized equipment and purchases
- Monitors and ensures availability of materials, equipment and tools for workgroup.
- Facilitate daily safety meeting and ensure adherence to the City Safety Manual
- Coordinate truck servicing with Fleet Manager.
- Coordinate with the Right of Way Operations Lead to ensure snow plowing requirements are met.

Distribution Technical Functions:

- Required to perform all essential tasks of the Distribution Working Foreperson and Distribution Technician positions, as needed.
- Operate excavation equipment safely and oversee underground construction sites in compliance with all OSHA and City safety standards.
- Coordinate, provide technical oversight to the Working Foreperson(s) and Distribution Field Technicians in daily work assignments and projects including, but not limited to:
 - o maintenance and repair of all aspects of the water system including water mains, water services, hydrants, and valves
 - o related repairs such as maintenance and restoration of excavated areas such as lawns, greenbelts and paved surfaces
 - o digsafes response as necessary
 - o coordination activities include:
 - preparing job parts lists and ensuring parts availability with Inventory Specialist
 - pulling excavation permits
 - ensuring customer estimate appointments are kept
 - scheduling external traffic control
 - coordinating with Metering group, Street Maintenance or external contractors as needed for additional resources
 - o Technical oversight includes ensuring all activities above are completed in accordance with AWWA standards and/or Division procedures, ordinances or

- o policies, including digsafes, traffic control and excavation backfill standards.
- o Oversight and coordination regarding the safe and timely completion of projects and restoration of water service
- Complete required paper work accurately, including but not limited to production reports, crew schedules, service estimates, and computer based asset tracking applications (valve inspections, water break reporting etc.).
- Requisition materials required to complete projects in a manner consistent with Department policies, procedures and City/State/AWWA standards.
- Review and coordinate collection of asset information for the various categories of infrastructure through the use of applicable technology.

General Functions:

- Comply with and promote adherence to all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety. Oversee compliance with and tracks safety training of subordinates related to these requirements.
- Attends leadership, technical or other professional training to support performance of duties as required by management. Complete training hours required to maintain Class D certification.
- Act as “Ambassador” for the City and DPW by carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- Represent Water Resources at community events to promote departmental initiatives and programs.
- Plow City streets and sidewalks with the Street Division in accordance with the provisions of the Union contract.
- Provide on-call coverage as assigned, including after-hours, nights, weekends and holidays.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Five (5) years of experience in underground water infrastructure construction, maintenance and repair with at least three (3) year in a leadership (supervisory, foreperson or crew lead) role required.
- Possession of a Commercial Driver’s License B at time of application, and must obtain and maintain a Commercial Driver’s License Class A within one (1) year of date of hire required.
- Vermont State Operator Certification, Class D required or the ability to obtain certification with one (1) year of date of hire required.
- Completion of OSHA 30 (construction) preferred. Completion of OSHA 30 (construction) within one (1) year of date of hire required.
- Minimum 3 years documented experience in heavy equipment operation including

- excavation, required. Experience with excavation in an urban environment preferred.
- Documented proficiency in safe and efficient operation of excavation equipment and adherence to proper underground construction and excavation procedures.
- Completion and on-going maintenance of Flagger Certification.
- Demonstrated knowledge of the water distribution system, connections, including but not limited to locating underground service lines principles of water pressure and hydraulic engineering.
- Documented proficiency in water main installation and repairs, water main valve installation and repairs, water service installation and repairs, and fire hydrant installation and repairs.
- Documented proficiency in AWWA C-651 (Disinfection Methods) and Vermont Boil Water Procedures.
- Ability to direct work activities of multiple work crews and lead by example.
- Ability to complete work projects in a safe and timely manner to avoid extensive disruption of service for water users.
- Ability to train, motivate, and provide on-site feedback to workgroup members.
- Ability to make independent decisions as appropriate as well as accurately identify when consultation of management is needed.
- Ability to select and assign staff to each task.
- Ability to determine and demonstrate appropriate methods, procedures and techniques for tasks assigned.
- Ability to read and understand blue prints and/or GIS maps to identify and locate water shutoffs and water lines.
- Knowledge of the internal works of plumbing, fixtures and water meters with residential and commercial properties.
- Knowledge about and ability to operate power and hand tools related to water distribution
- Ability to use computers, smart phones, iPads, email and the internet effectively.
- Ability to use Asset Management software.
- Strong problem solving and decision making skills required.
- Strong communication skills, both oral and written required.
- Ability to safely operate dump truck, front end loader, jackhammer, backhoe, and other related equipment.
- Ability to complete work projects in a timely manner to avoid extensive interruption of service for water users.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Ability to work outdoors in all weather conditions.
- Physical ability to perform manual labor required for water distribution work (see chart below)
- Ability to work in confined spaces and in moving traffic areas.
- Ability to work after-hours, nights, weekends and on call as required.
- Ability to work effectively with field service members, leaders, other divisions, and the general public.
- Ability to actively support City diversity, equity, and cultural competency efforts within

stated job responsibilities and work effectively across diverse cultures and constituencies. This includes ongoing trainings and professional development.

- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (73 pounds, 8 inches to 48 inches and waist to shoulder lift of 40 pounds – a two person lift is required for 73 pounds and above)
x	hearing/listening	x	carrying (73 pounds, a two person carry is required for 73 pounds and above)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling – up to 65 pounds
	reading – complex	x	shift work
x	math skills – basic	x	Spinal rotation – twisting/turning
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact	X	Reaching X Stooping X Bending
x	verbal contact w/others	X	Kneeling X Crouching
X	Walking – up to 12 hours per day	X	Sitting – up to 4 hours per day

Supervision:

Directly Supervises: 0

Indirectly Supervises: 9 (plus temporary position(s) as needed)

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created July 2026 (Reclassified WFP to Ops Lead)

City of Burlington Job Description

Position Title: Drinking Water Production Technician in Training (DWPT0)

Department: Department of Public Works

Reports to: Drinking Water Production Manager

Pay Grade: 15

Job Code: 408

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose:

This position is responsible for daily basic operation of the Water Production Facility (treatment, pumping and storage facilities), assisting with maintenance and pursuing on the job training to achieve Drinking Water Production Technician Level I within 2 years.

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

- Complete all necessary training associated with obtaining the Vermont State Grade 4C License.
- Complete all other identified training and proficiency requirements.
- Receive training on, assist with and then perform the following:
 - Production Facility Operations:
 - Perform process control testing, including but not limited to, chlorine residual, fluoride, turbidity, pH, bacteriological, and PO₄ testing.
 - Monitor and operate the water treatment process using charts, graphs, electrical indicators, laboratory water testing, visual inspections, and (SCADA) Supervisory Control and Data Acquisition.
 - Monitor water and chemical dosage controls and indicators. Calculate and make adjustments under the guidance of qualified staff (DWP Tech I and above).
 - Record operational and adjustment procedures and calculations.
 - Conduct routine inspections, including but not limited to, checking pumps, motors, chemical feed pumps, chemical make-up systems, checking for proper lubrication, and adjustment and operation.
 - Collect bacteriological samples as scheduled by Drinking Water Production Manager.
 - Monitor chemical storage tank levels and day tanks.
 - Follow security procedures, including but not limited to, locking points of entry, checking alarm systems, monitor surveillance cameras identifying and reporting security problems.

- Follow appropriate safety precautions as outlined in the DPW safety manual and in accordance with (SDS) Safety Data Sheets.
 - Receive and unload deliveries of chemicals.
 - Prepare and log data into daily filter and operation reports, including but not limited to, computer data entry, manual report forms.
 - Receive and respond to customer inquiries as appropriate.
 - Take initiative to actively participate in the Vermont Rural Water Association Apprenticeship Program and obtain necessary skills, experience and knowledge to complete the basic operations proficiency checklist.
- Production Facility Maintenance
 - Assist others to identify and perform preventative maintenance or minor mechanical repairs and report major repairs Senior Plant Mechanic or Drinking Water Production Manager; assist Senior Plant Mechanic and Drinking Water Production Technician IIs in corrective repair and maintenance projects.
 - Take initiative and responsibility for completing required mechanical and electrical training courses and basic maintenance proficiency checklist.
- Other duties:
 - Monitor email and other computer-based programs at the beginning and throughout each shift; promptly and accurately communicates with Water Resources team through email and other computer-based programs.
 - Attend training programs and reviews standard operating procedures as assigned by supervisor to keep skills and knowledge current with improvements and changes in plant equipment
 - Take customer calls and dispatch distribution or meter shop personnel after hours as necessary.
 - Clean and maintain the water plant as assigned
 - May be required to participate in “On-Call Coverage”.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required.
- Once in the role the employee must complete the following additional milestones within the time frames specified, **with the requirement to achieve promotion to Drinking Water Production Technician I within 2 years.**
 - Probationary Technician Proficiency checklist within 3 months
 - Basic operations proficiency checklist within 6 months
 - Basic maintenance proficiency checklist within 1 year
 - Complete basic maintenance online training (approximately 6 hours)
 - Complete review of the assigned Water Operator textbook material and any additional study courses, including practice exams, within 1 year.
 - Pass the Vermont State Operator, Grade 4C written exam within 2 years.
- Ability to understand relevant physical, chemical, electrical, and microbiological

principles required.

- Ability to perform minor mechanical and electrical maintenance.
- Ability to work rotating shifts, including weekends and holidays required.
- Ability to work effectively alone and with others required.
- Ability to work in confined spaces required.
- Ability to comprehend and carry out written, oral and diagrammatic instructions required.
- Ability to perform mathematical calculations required.
- Ability to assume Water Plant operations duties required.
- Ability to obtain and maintain a valid VT driver's license required.
- Ability to maintain effective work relationships with other staff members.
- Demonstrated ability to perform physical aspects of position.
- Respond to emergencies on weekends/evenings required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances
☒ color perception	☒ lifting (specify) within and between _50_ pounds warehouses/offices
(red, green, amber)	☒ carrying (specify) ☒ climbing _50_ pounds
☒ hearing/listening	☒ ability to mount and ☒ driving (local/over
☐ clear speech	dismount the forklift/truck road)
☒ touching	
☒ dexterity	☒ pushing/pulling
☒ hand	
☒ finger	

☐ reading - basic

☒ reading - complex

☒ writing - basic

☐ writing - complex

☒ shift work

☒ works alone

☒ works with others

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

☐ math skills - basic

☒ analysis/comprehension

☒ math skills - complex

☒ judgment/decision

☒ clerical making

☒ outside

☒ pressurized equipment

☐ extreme heat moving

objects
☐ extreme cold
☒ high

places
☒ noise

☒ fumes/odors

☒ mechanical equipment

☒ hazardous

materials

☒ electrical equipment
☒ dirt/dust

Supervision:

Directly Supervises:

Indirectly Supervises:

Disclaimer:

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

Approvals:

Department Head: _____

Date: _____

Human Resources: _____

Date: _____

Created July 2026

City of Burlington Job Description

Position Title: Drinking Water Production Technician I (DWPT1)

Department: Department of Public Works

Reports to: Water Treatment Production Manager

Pay Grade: 17

Job Code: 408

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose:

This position is responsible for daily operation and maintenance of the Water Production Facility (treatment, pumping and storage facilities) including monitoring and operating the water treatment and supply processes, identifying and performing minor mechanical repairs and assisting other operations staff with electrical and mechanical maintenance and repairs on a variety of controls, receivers, transmitters, computers and process indicators to maintain the water treatment plant and remote pump stations. Also responsible for pursuit of additional knowledge and experience and completion of additional training to achieve Technician II within 4 years.

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

- Production Facility Operations:
 - Perform process control testing, including but not limited to, chlorine residual, fluoride, turbidity, pH, bacteriological, and PO₄ testing.
 - Monitor and operate the water treatment process using charts, graphs, electrical indicators, laboratory water testing, visual inspections, and (SCADA) Supervisory Control and Data Acquisition.
 - Monitor, calculate, and adjust water and chemical dosage controls and indicators.
 - Record operational and adjustment procedures and calculations.
 - Conduct routine inspections, including but not limited to, checking pumps, motors, chemical feed pumps, chemical make-up systems for proper lubrication, and adjustment and operation.
 - Collect bacteriological samples as scheduled by Drinking Water Production Manager.
 - Monitor chemical storage tank levels and day tanks.
 - Follow security procedures, including but not limited to, locking points of entry, checking alarm systems, monitor surveillance cameras identifying and reporting security problems.

- Follow appropriate safety precautions as outlined in the DPW safety manual and in accordance with (SDS) Safety Data Sheets.
 - Receive and unload deliveries of chemicals.
 - Prepare and log data into daily filter and operation reports, including but not limited to, computer data entry, manual report forms.
 - Receive and respond to customer inquiries as appropriate.
 - Take initiative to complete Vermont Rural Water Association Apprenticeship Program and advanced operations proficiency checklist.
- Production Facility Maintenance
 - Identify and perform minor mechanical repairs and report major repairs to the Senior Plant Mechanic or Water Treatment Production Manager; assist Senior Plant Mechanic and DWP Technician IIs in corrective repair and maintenance projects.
 - Complete workorder documentation in the computerized asset management program
 - Take initiative and responsibility for completing required mechanical and electrical training courses and intermediate maintenance proficiency checklist.
- Other duties:
 - Train Drinking Water Production Technicians in Training on operations and mechanical duties within scope of role.
 - Monitor email and other computer-based programs at the beginning and throughout each shift; promptly and accurately communicates with Water Resources team through email and other computer-based programs.
 - Attend training programs and reviews standard operating procedures as assigned by supervisor to keep skills and knowledge current with improvements and changes in plant equipment.
 - Complete required training hours to maintain Grade 4C license; abide by operator requirements in Vermont Water Supply Rule 21
 - Take customer calls and dispatch distribution or meter shop personnel after hours as necessary.
 - Clean and maintain assigned area of the water plant.
 - May be required to participate in “On-Call Coverage”.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required.
- Completion of one of the following experience/education requirements (or some combination thereof):
 - Completion of all required milestones as a Drinking Water Production Technician in Training; or
 - Minimum 2 years water/wastewater treatment (with a passing grade on a State license exam) and maintenance experience required or some combination thereof, required. Mechanical experience preferred; or

- o Bachelors in Engineering, Chemistry, Environmental Science or related field with relevant course work.
- For employees who completed employment as a Technician in Training:
 - o Passing grade on the Vermont State Operator Classification, Grade 4C required.
 - o Completion of basic operations proficiency checklist is required.
 - o Completion of basic maintenance proficiency checklist is required.
 - o Completion of basic mechanical and electrical on-line training (approximately 6 hours)
 - o Up to date with VRWA Apprenticeship training requirements.
- For employees hired directly into the Technician I role completion of the following is required within the following time frames:
 - o Within 3 months
 - Probationary operations proficiency checklist
 - o Within 6 months
 - Basic operations proficiency checklist
 - Basic maintenance proficiency checklist
 - Basic mechanical and electrical on-line training [approximately 6 hours]
 - o Within 1 year
 - Passing grade on the Vermont State Operator Classification, Grade 4C
- Once in the role the employee must complete the following additional milestones within the time frames specified, **with the requirement to achieve promotion to Drinking Water Production Technician II within 4 years** from start of Drinking Water Production employment. Completion of:
 - o VRWA Apprenticeship program within 2 years from start of apprenticeship.
 - o OSHA 10 within 2 years.
 - o Advanced Operations proficiency checklist within 3 years.
 - o Assigned intermediate mechanical, electrical and troubleshooting course work (approximately 46 hours) within 3 years.
 - o Intermediate Maintenance proficiency checklist within 4 years.
- Ability to understand relevant physical, chemical, electrical, and microbiological principles required
- Ability to perform minor mechanical and electrical maintenance.
- Ability to comprehend and carry out written, oral and diagrammatic instructions required.
- Ability to perform mathematical calculations required.
- Ability to work rotating shifts, including weekends and holidays required.
- Ability to work effectively alone and with others required.
- Ability to work in confined spaces required.
- Ability to assume Water Plant operations duties required.
- Ability to obtain and maintain a valid VT driver's license required.
- Ability to maintain effective work relationships with other staff members.
- Demonstrated ability to perform physical aspects of position.
- Respond to emergencies on weekends/evenings required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.

- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances
☒ color perception	☒ lifting (specify) within and between
(red, green, amber)	☒ 50 pounds warehouses/offices
☒ hearing/listening	☒ carrying (specify)
	☒ climbing
	☒ 50 pounds
☐ clear speech	☒ ability to mount and ☒ driving (local/over
☒ touching	dismount forklift/truck the road)
☒ dexterity	☒ pushing/pulling
☒ hand	
☒ finger	
☐ reading - basic	☐ math skills - basic
	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex
	☒ judgment/decision
☒ writing - basic	☒ clerical making
☐ writing - complex	
☒ shift work	☒ outside
	☒ pressurized equipment
☒ works alone	☐ extreme heat
	☐ moving

☒ works with others

☒ verbal contact w/others

☐ face-to-face contact

☒ inside

objects

☐ extreme cold

☒ high

places

☒ noise

☒ fumes/odors

☒ mechanical equipment

☒ hazardous

materials

☒ electrical

equipment

☒

dirt/dust

Supervision:

Directly Supervises:

Indirectly Supervises:

Disclaimer:

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

Approvals:

Department Head: _____

Date: _____

Human Resources: _____

Date: _____

Created July 2026

City of Burlington Job Description

Position Title: Drinking Water Production Technician II (DWPT2)

Department: Department of Public Works

Reports to: Drinking Water Production Manager

Pay Grade: 18

Job Code: 408

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose:

This position is responsible for daily operation and maintenance of the Water Production Facility (treatment, pumping and storage facilities) including monitoring and operating the water treatment and supply processes and performing electrical and mechanical maintenance and repairs on a variety of controls, receivers, transmitters, computers and process indicators to maintain the water treatment plant, pumping stations and storage facilities.

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

- Production Facility Operations:
 - Perform process control testing, including but not limited to, chlorine residual, fluoride, turbidity, pH, bacteriological, and PO₄ testing.
 - Monitor and operate the water treatment process using charts, graphs, electrical indicators, laboratory water testing, visual inspections, and (SCADA) Supervisory Control and Data Acquisition.
 - Monitor, calculate, and adjust water and chemical dosage controls and indicators.
 - Record operational and adjustment procedures and calculations.
 - Conduct routine inspections, including but not limited to, checking pumps, motors, chemical feed pumps, chemical make-up systems for proper lubrication, and adjustment and operation.
 - Collect bacteriological samples as scheduled by Drinking Water Production Manager.
 - Monitor chemical storage tank levels and day tanks.
 - Follow security procedures, including but not limited to, locking points of entry, checking alarm systems, monitor surveillance cameras identifying and reporting security problems.
 - Follow appropriate safety precautions as outlined in the DPW safety manual and in accordance with (SDS) Safety Data Sheets.
 - Receive and unload deliveries of chemicals.
 - Prepare and log data into daily filter and operation reports, including but not

- limited to, computer data entry, manual report forms.
- Receive and respond to customer inquiries as appropriate.
- Responsible for running and documenting monthly lab standards.
- Contributes significantly to the troubleshooting of treatment process challenges.
- Production Facility Maintenance
 - Leads/performs intermediate preventative maintenance and basic corrective; completes intermediate/advanced corrective repairs in team environment.
 - Troubleshoot and repair instrumentation, including but not limited to, repair or replace all electronic and mechanical instruments used in chemical dosages, monitoring flows, starting and stopping pumps, set alarm points, calibrate transmitters, receivers and recorders, etc.
 - Repair and rebuild all rotating equipment; maintain large pumps (up to 500 h.p.), diesel pump, diesel electric unit, vacuum pumps, blowers, air compressors, large electric valves, and chemical feed pumps, as well as a variety of other equipment such as ventilators, heating systems, dehumidifiers and air conditioners.
 - Repair and maintain electrical equipment such as wire in new pumps, new alarm points, and remote switches; troubleshoot, alter, repair and replace parts such as relays and brakes.
 - Check and maintain reservoir and high service tanks, including but not limited to, inspect tanks and record readings, inspect pumps, piping, buildings, grounds, and uninterrupted power supply and make repairs, etc.
 - Schedule equipment runs; record elapsed time reading and schedule pumps, blowers, and chemical feed pumps for even time distribution and maintenance.
 - Monitors filtration performance on a monthly basis including sand filter depths and clean bed headloss on the automatic back wash filter.
 - Leads clarifier switching on a scheduled basis.
 - Complete workorder documentation in the computerized asset management program.
 - Brief Operations Team on any problems or special situations which affect operation of plant.
- Other duties:
 - Train Drinking Water Production Technicians in Training and Drinking Water Production Technicians I
 - Monitor email and other computer-based programs at the beginning and throughout each shift; promptly and accurately communicates with Water Resources team through email and other computer-based programs.
 - Attend training programs and reviews standard operating procedures as assigned by supervisor to keep skills and knowledge current with improvements and changes in plant equipment.
 - Complete required training hours to maintain Grade 4C license; abide by operator requirements in Vermont Water Supply Rule 21
 - Take customer calls and dispatch distribution or meter shop personnel after hours as necessary.
 - Clean and maintain assigned area of the water plant.
 - May be required to participate in “On-Call Coverage”.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required.
- Vermont State Operator Classification, Grade 4C required.
- OSHA 10 certification, required.
- Completion of least 6 months of experience as a DWP Technician I.
- Completion of the Advanced Operations proficiency checklist required.
- Completion of the Intermediate Maintenance Proficiency checklist required.
- Completion of assigned intermediate mechanical, electrical and troubleshooting course work (approximately 46 hours)
- Ability to work rotating shifts, including weekends and holidays required.
- Ability to work effectively alone and with others required.
- Ability to understand relevant physical, chemical, electrical, and microbiological principles required
- Ability to comprehend and carry out written, oral and diagrammatic instructions required.
- Ability to perform mathematical calculations required.
- Ability to troubleshoot and repair water plant and pump station mechanical and electrical problems.
- Ability to work in confined spaces required.
- Ability to assume Water Plant Operator duties required.
- Ability to obtain and maintain a valid VT driver's license required.
- Ability to operate varied equipment such as test equipment, computers, welders, torches, drill press and grinders, etc. required.
- Demonstrated ability to perform physical aspects of position.
- Respond to emergencies on weekends/evenings required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☐ seeing

☐ ability to
move distances

☐ lifting (specify)
within and

☐ color perception

(red, green, amber)

☐ hearing/listening

☐ clear speech

☐ touching

☐ dexterity

☐ hand

☐ finger

☐ reading - basic

☐ reading - complex

☐ writing - basic

☐ writing - complex

☐ shift work

☐ works alone

☐ works with others

☐ verbal contact w/others

☐ face-to-face contact

☐ inside

Supervision:

between

☐ 50 pounds

warehouses/offices

☐ carrying (specify)

☐ climbing

☐ 50

pounds

☐ ability to mount

and ☐ driving

(local/over

dismount

forklift/truck the
road)

☐ math skills - basic

☐

analysis/comprehension

☐ math skills - complex

☐

judgment/decision

☐ clerical

making

☐ outside

☐

pressurized equipment

☐ extreme heat

☐ moving

objects

☐ extreme cold

☐ high

places

☐ noise

☐ fumes/odors

☐ mechanical equipment

☐ hazardous

materials

☐ electrical

equipment

☐

dirt/dust

DWP Technician II

Page 5 of 5

Directly Supervises: __0__

Indirectly Supervises: __0__

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created July 2026

City of Burlington Job Description

Position Title: Drinking Water Production Technician III (DWPT3)

Department: Department of Public Works

Reports to: Drinking Water Production Manager

Pay Grade: 19

Job Code: 408

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose:

This position is responsible for advanced daily operation and maintenance of the Water Production Facility (treatment, pumping and storage facilities) including monitoring and operating the water treatment and supply processes and performing electrical and mechanical maintenance and repairs on a variety of controls, receivers, transmitters, computers and process indicators to maintain the water treatment plant, pumping stations and storage facilities. Provides technical leadership on treatment process and mechanical, instrumentation and electrical troubleshooting and repair.

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

- Production Facility Operations:
 - Perform process control testing, including but not limited to, chlorine residual, fluoride, turbidity, pH, bacteriological, and PO₄ testing.
 - Monitor and operate the water treatment process using charts, graphs, electrical indicators, laboratory water testing, visual inspections, and (SCADA) Supervisory Control and Data Acquisition.
 - Monitor, calculate, and adjust water and chemical dosage controls and indicators.
 - Record operational and adjustment procedures and calculations.
 - Conduct routine inspections, including but not limited to, checking pumps, motors, chemical feed pumps, chemical make-up systems for proper lubrication, and adjustment and operation.
 - Collect bacteriological samples as scheduled by Drinking Water Production Manager.
 - Monitor chemical storage tank levels and day tanks.
 - Follow security procedures, including but not limited to, locking points of entry, checking alarm systems, monitor surveillance cameras identifying and reporting security problems.
 - Follow appropriate safety precautions as outlined in the DPW safety manual and

- in accordance with (SDS) Safety Data Sheets.
 - Receive and unload deliveries of chemicals.
 - Prepare and log data into daily filter and operation reports, including but not limited to, computer data entry, manual report forms.
 - Receive and respond to customer inquiries as appropriate.
 - Responsible for running and documenting monthly lab standards.
 - Leads the troubleshooting of treatment process challenges.
- Production Facility Maintenance:
 - Leads/performs preventative maintenance and corrective repairs of all complexities with minimal input from senior staff. Supports senior staff in the planning, implementation of successful completion of significant repair and capital replacement projects.
 - Troubleshoot and repair instrumentation, including but not limited to, repair or replace all electronic and mechanical instruments used in chemical dosages, monitoring flows, starting and stopping pumps, set alarm points, calibrate transmitters, receivers and recorders, etc.
 - Repair and rebuild all rotating equipment; maintain large pumps (up to 500 h.p.), diesel pump, diesel electric unit, vacuum pumps, blowers, air compressors, large electric valves, and chemical feed pumps, as well as a variety of other equipment such as ventilators, heating systems, dehumidifiers and air conditioners.
 - Repair and maintain electrical equipment such as wire in new pumps, new alarm points, and remote switches; troubleshoot, alter, repair and replace parts such as relays and brakes.
 - Check and maintain reservoir and high service tanks, including but not limited to, inspect tanks and record readings, inspect pumps, piping, buildings, grounds, and uninterrupted power supply and make repairs, etc.
 - Change, add, or delete parts of the computer program in the three process computers; may write new programs as necessary.
 - Schedule equipment runs; record elapsed time reading and schedule pumps, blowers, and chemical feed pumps for even time distribution and maintenance.
 - Monitors filtration performance on a monthly basis including sand filter depths and clean bed headloss on the automatic back wash filter.
 - Leads clarifier switching on a scheduled basis.
 - Maintain parts and supplies; order parts, stock and inventory.
 - Maintaining computerized preventative maintenance program for all plant and offsite equipment.
 - Complete workorder documentation in the computerized asset management program.
 - Brief Operations Team on any problems or special situations which affect operation of plant.
 - Recommend design changes in the water plant.
 - Provide technical expertise to consultants, engineers and contractors on large scale plant changes and new systems.
 - Schedule factory representatives' visits; schedule systems and special projects to

- be worked on or experimented with in conjunction with factory service personnel.
- Assists senior personnel with the development and update of Standard Operating Procedures (SOPs).
- Other duties:
 - Train Drinking Water Production Technicians in Training and Drinking Water Production Technicians I and II
 - Monitor email and other computer-based programs at the beginning and throughout each shift; promptly and accurately communicates with Water Resources team through email and other computer-based programs.
 - Attend training programs and reviews standard operating procedures as assigned by supervisor to keep skills and knowledge current with improvements and changes in plant equipment.
 - Complete required training hours to maintain Grade 4C license; abide by operator requirements in Vermont Water Supply Rule 21
 - Take customer calls and dispatch distribution or meter shop personnel after hours as necessary.
 - Clean and maintain assigned area of the water plant.
 - May be required to participate in “On-Call Coverage”.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required.
- Vermont State Operator Classification, Grade 4C required.
- OSHA 30 certification, required.
- Completion of least 1 year of experience as a DWP Technician II, with completion of all required training and proficiencies for Technician II.
- Completion of assigned industrial electricity and electronics training (approximately 17 hours) and assigned instrumentation and controls training.
- Completion of additional 16 hours of professional skills training courses as approved by management including but not limited to: excel, word, presentation and communication, conflict resolution, leadership training etc.
- Experience with programmable logic controllers (PLCs) and variable frequency (VFDs) required.
- Documented proficiency in asset management principles including assigned on-line training and proficiency with City’s computerized asset management software.
- Documented evidence of experience and leadership related to critical infrastructure events demonstrating advanced maintenance (mechanical/electrical/instrumentation) troubleshooting and corrective repair abilities, including leading after-action documentation (with report out to full team) and implementation of follow up actions.
- Ability to work rotating shifts, including weekends and holidays required.
- Ability to work effectively alone and with others required.
- Ability to understand relevant physical, chemical, electrical, and microbiological

principles required

- Ability to lead efforts to troubleshoot and repair water plant and pump station mechanical and electrical problems without significant guidance from senior staff.
- Ability to comprehend and carry out written, oral and diagrammatic instructions required.
- Ability to perform mathematical calculations required.
- Ability to work in confined spaces required.
- Ability to assume Water Plant Operator duties required.
- Ability to obtain and maintain a valid VT driver's license required.
- Ability to operate varied equipment such as test equipment, computers, welders, torches, drill press and grinders, etc, required.
- Demonstrated ability to perform physical aspects of position.
- Ability to obtain Forklift Operator certification required.
- Respond to emergencies on weekends/evenings required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances
	☒ lifting (specify within and between
☒ color perception	☒ 50_ pounds warehouses/offices
(red, green, amber)	☒ carrying (specify)
☒ hearing/listening	☒ climbing 50_ pounds
☐ clear speech	☒ ability to mount and ☒ driving (local/over
☒ touching	dismount the forklift/truck (road)
☒ dexterity	☒ pushing/pulling

DWP Technician III

Page 5 of 6

☒ hand
☒ finger
☐ reading - basic

☒ reading - complex

☒ writing - basic

☐ writing - complex
☒ shift work

☒ works alone

☒ works with others

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

☐ math skills - basic
☒

analysis/comprehension
☒ math skills - complex

☒
judgment/decision
☒ clerical
making

☒ outside
☒
pressurized equipment
☐ extreme heat
☐ moving

objects
☐ extreme cold
☒ high

places
☒ noise
☒ fumes/odors
☒ mechanical equipment
☒ hazardous

materials
☒ electrical
equipment ☒
dirt/dust

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised 10/29/10. Revised January 2016. Created July 2026

bold = level that must be achieved within X @ of years

Drinking Water Production Technician

Existing employee would not be required to get to WTPOM II but all new hires would within 4 years.

	DWP Technician in Training	DWP Tech I*	DWP Tech II	DWP Tech III
Time allowed to achieve (from date of initial hire)	N/A	2 years	4 years	N/A, it is not required that employees achieve this level
Certifications required	HS degree	Passing grade on 4C test	4C Certification and OSHA 10	4C Certification and OSHA 30
Proficiencies required	None required; science/industrial/mechanical aptitude preferred	Basic Operations Proficiency checklist completed; basic preventative mechanical proficiency checklist completed	Completed Advanced Operations checklist and Intermediate Mechanical Proficiency checklist	Advanced Mechanical, Electrical and Instrumentation Proficiency; Vue Works proficiency, Asset Management understanding; documented evidence of leadership for critical infrastructure events demonstrating advanced maintenance (electrical/mechanical/instrumentation) troubleshooting abilities, including leading after action review and implementing lessons learned
Additional Proficiency achievement requirements	Probationary Knowledge Proficiency checklist within 3 months ; Basic Operations Proficiency checklist within 6 months ; complete basic preventative mechanical proficiency within 1 year	Must complete intermediate mechanical, electrical, trouble shooting proficiency within 2 years	None required unless advancing	N/A
Coursework required	None required	Completion of basic mechanical/electrical/troubleshooting course work and training; up to date on apprenticeship expectations and requirements	Completion of intermediate mechanical/electrical/troubleshooting course work	Completion of <u>advanced</u> mechanical/electrical/ <u>instrumentation</u> courses; asset management course work; completion of additional 16 hours of professional skills (excel, communications, conflict resolution etc)
Additional coursework requirements	Complete basic mechanical/electrical course work and training within 6 months; complete water plant operator training/coursework (from text books) within 1 year; full participation in apprenticeship program	Complete intermediate mechanical/electrical/troubleshooting coursework within 2 years; Complete apprenticeship requirements within 2 years from start of program; OSHA 10 within 2 years	Additional training as assigned by supervisor	Additional training as assigned by supervisor
Duties/decision making/leadership	Learn plant operations; take basic mechanical courses; assist with preventative and corrective maintenance; study for 4C exam; assist with housekeeping	Performs all existing duties of current operator position description including assigned preventative maintenance and minor repairs . Continues growth in operations and mechanical proficiency. Assist with corrective repairs of varying complexities; work towards intermediate mechanical proficiency; trains DWPT in Training	Contributes significantly to troubleshooting of treatment process challenges . Leads/performs intermediate preventative maintenance and basic corrective ; completes intermediate/advanced corrective repairs in team environment; trains technicians in training and DWPT I	Leads trouble shooting of treatment process challenges. Leads preventative maintenance and corrective repairs of <u>all</u> complexities. Able to lead trouble shooting and response to critical infrastructure emergencies with limited input of senior staff. Trains DWP IT, DWPT I, DWPT II
Examples of operations proficiencies	Completion of selected UKG trainings. (physical security, chemical, ladder, fire and materials and storage safety) Learn to fill chemical day tanks Learn how to complete the 4 hour labs Collect and test field and lab water samples	Reviewed, understands and signed off on all SOPs Clean and maintain assigned areas of the water plant Conduct routine inspections, checking pumps, motors, chemical feed pumps, chemical make-up systems for proper lubrication, and adjustment and operation. Help take systems offline/online	Responsible for keeping track of when to change running pumps. In charge of measuring filter depth monthly and logging. In charge of taking and logging clean bed headloss on ABW. In charge of running/logging monthly lab standards.	
Target Grade	16	17	18	19

* An candidate with a 4C license or equivalent and 2 years of water/wastewater treatment experience may be placed at this tier.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir
Drinking Water Reorganization: Distribution Operations Lead and Tiering of Drinking
 Title/Subject: **Water Plant Workgroup**

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/3/2026

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	7/28/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	7/28/2026	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, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/28/2026	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/28/2026	Brad Kukenberger
Human Resources, if personnel action -Identify HR Manager in note	N/A	7/28/2026	Lynn Reagan/Tony Berry
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?	Yes	Motions
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Daniel Munteanu

danny12197@gmail.com

dmunteanu@burlingtonvt.gov

Burlington, Vermont

July 23, 2026

Ms. Lori Olberg

lolberg@burlingtonvt.gov

Licensing, Voting and Records Coordinator

Burlington City Hall

149 Church Street

Burlington, VT 05401

RE: Resignation from the Public Works Commission

To whom this may concern:

Please accept this letter as formal notice of my resignation from the Public Works Commission of the City of Burlington, effective August 31, 2026.

I want to extend my sincere gratitude to my fellow commissioners and the dedicated city staff with whom I have had the privilege of working. Your commitment, expertise, and collaborative spirit have made my time on the commission both deeply rewarding and educational. It has been a true honor to serve alongside colleagues who care so passionately about the infrastructure and future of our community.

Burlington is, and always will be, my beloved home, and to have played a part in its being over these five+ years is a distinction I will treasure for a lifetime.

Sincerely,

Daniel Munteanu

Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

CSWD – alternate	Term Expires 5/31/28	One Opening
Church Street Marketplace Commission	Term Expires 6/30/29	One Opening
Design Advisory Board – alternate	Term Expires 6/30/29	Two Openings
Development Review Board – alt	Term Expires 6/30/27	One Opening
Development Review Board – full	Term Expires 6/30/27	One Opening
Public Works Commission	Term Expires 6/30/27	One Opening
Vehicle for Hire Licensing Board	Term Expires 6/30/28	One Opening

Applications may be submitted to the Clerk/Treasurer's Office, 149 Church Street, 2nd Floor, Burlington, VT 05401, Attn: Lori with the deadline date for submission being **Wednesday, September 9, 2026**, no later than 4:30 p.m.

If you have any questions please contact Lori at (802) 865-7136 or via email lolberg@burlingtonvt.gov.

Appointments will be made at the September 14, 2026 City Council and City Council With Mayor Presiding Meetings.

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



To: Burlington City Council
From: Kara Alnasrawi, Director, CEDO
Johanna Schneider, Economic Development Specialist, CEDO
Date: August 3, 2026

Re: Second Amendment to Burlington Harbor Marina Ground Lease

Background:

The City of Burlington has leased a parcel on the Waterfront identified as 234 Penny Lane to the Burlington Harbor Marina (BHM) for the operation of a marina since October 27, 2017. The ground lease between the City and BHM section 5. Use of the Marina Lot, Marina and Public Park, subsection (b) Public Access to Marina, stipulates that the general public may have access to the marina's restrooms as well as the entire perimeter dock (A dock) from 7am to 10pm.

On November 1, 2024, the ground lease for the marina lot was transferred to the new owner of the Burlington Harbor Marina, TS-Grove PT Marinas BM, LLC, who has been operating the marina in conformance with all requirements of the original lease since that time. During a December 17, 2025, meeting with CEDO staff and the BHM manager, the manager of the BHM expressed significant concerns for the safety of both the general public accessing the dock late at night and for the marina customers docked during the night. In a follow up meeting January 16, 2026, and follow-up email communications, BHM shared that there have been increasing instances of trespassing on boats after dark, theft from boats reported by boaters, and evidence of use of narcotics by trespassers after public access hours. In addition, BHM has encountered more instances of potentially dangerous activity taking place in the public restrooms where users lock themselves in for extended periods of time and do not respond to staff attempts to communicate with them.

In order to mitigate the public safety risk of having members of the public, potentially under the influence of drugs, out on the docks after dark, BHM has requested that the ground lease be amended to limit public access after dark. They have also requested to add a code locking system to the public restrooms that the public could request from staff and that staff could use to get in in case of emergency. CEDO is recommending the original ground lease be amended to allow BHM to install codes on the restroom doors and to limit public access in the restrooms and dock A to 7am to 7pm. Both of these proposed amendments are in the interest of better safety for the general public and the patrons of BHM.

Staff Recommendation

CEDO recommends the proposed lease amendment be executed to limit public access to the A dock after 7pm and to allow for a code locking system for the restroom to ensure safety to the public, marina tenants, and marina staff.

Additional Documents

Ground Lease Agreement
Second Amendment

City Council Motion:

Move to authorize the Mayor to execute the attached Second Amendment to the Ground Lease between TS-Grove PT Marinas BM, LLC and the City of Burlington, subject to final review and approval by the City Attorney's office.

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
TS-GROVE PT MARINAS BM, LLC AND THE CITY OF BURLINGTON
REGARDING M LEASE AGREEMENT**

A Second Amendment to the Agreement between TS-Grove PT Marinas BM, LLC and The City of Burlington regarding the Marina Lot Lease Agreement (the “Second Amendment”) is made and entered into as of the day of August 2026, by and between the City of Burlington, a Vermont municipal corporation (“City”), and TS-Grove PT Marinas BM, LLC (collectively, “the parties”).

Background

- A. The City of Burlington entered into a ground lease agreement, dated as of October 27, 2017 (the “Ground Lease”), in order to lease the Marina Lot from the City and to construct and operate a marina, to include the Marina Lot, structures, and docks extending into Lake Champlain (the “Marina”).
- B. The Ground Lease was amended on August 23, 2021 to increase the total number of permitted boat slips and decrease the minimum number of boat slips which the Tenant must offer to transient boaters on a daily, weekly, or monthly basis.
- C. Following a purchase and sale agreement dated executed August 12, 2024 for the purchase and sale of the marina, the Ground Lease was assigned to TS-Grove PT Marinas BM, LLC dated as effective November 1, 2024.
- D. On February 6, 2026 TS-Grove PT Marinas BM, LLC wrote to the City of Burlington requesting amendments to the Ground Lease to improve public safety and management of the marina by limiting public access to A dock and by installing a keypad to the public restrooms.
- E. The parties desire to enter into this Second Amendment in order to:
 - a. Update the public access hours to the restroom and to A dock from 7am to 10pm to 7am to 7pm; and
 - b. Allow for the installation of keypad for the restrooms.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and TS-Grove PT Marinas BM, LLC that the Ground Lease shall be amended as follows with strikethroughs denoting deletion and underlines denoting additions

1. Section 5(b) Public Access to Marina. The parties acknowledge that the Marina shall be accessible to the public. Tenant hereby agrees that the following areas of the Marina that will be open in season, during business hours, to pedestrians and the general public (not solely Marina clientele), subject to occupancy limits established by all applicable governmental permits, statutes, ordinances and regulations, with the understanding that priority access will be given to slip holders during certain Marina events: the public restroom facilities; store and chandlery; and the water taxi stand. It is also agreed that the Marina's entire perimeter dock (i.e. the wave attenuation system) shall be open to the general public daily from 7am to ~~10pm~~ 7pm, also subject to occupancy limits established by all applicable governmental permits, statutes, ordinances and regulations, with the

understanding that priority access will be given to slip holders during certain Marina events. This area is depicted on the Site Plan. The City acknowledges and agrees that Tenant will be installing security measures typically found within public marinas (which may include the limited use of card entry systems in agreed upon locations and security cameras). Tenant may add additional keypad locking system to the public restrooms at their discretion. These installations will limit public access to areas not listed above as generally accessible to the public, for the benefit of boat owners using the Marina Project.

IN WITNESS WHEREOF, this Second Amendment is executed as of

By

Name, TS-Grove PT Marinas BM, LLC

By

Emma Mulvaney-Stanak, Mayor, City of Burlington

GROUND LEASE

between

CITY OF BURLINGTON

("LANDLORD")

and

BURLINGTON HARBOR MARINA, LLC

("TENANT")

Dated as of October 27, 2017

GROUND LEASE

This Ground Lease (the "Lease") dated as of the 27th day of October, 2017 is made by and between the **CITY OF BURLINGTON**, a Vermont municipality ("City", or the "Landlord") and **BURLINGTON HARBOR MARINA, LLC**, a Vermont corporation (the "Tenant").

Background

WHEREAS, Landlord is the record owner of a parcel of land located in the Waterfront section of the City of Burlington and identified as the portion of 234 Penny Lane, Burlington, Vermont that is shown and further described on Exhibit A attached hereto, along with the access rights, parking rights and easements described herein (the "Marina Lot"); and

WHEREAS, the Tenant desires to operate a marina on the Burlington waterfront which will charge fees competitive with similar private facilities and therefore wishes to lease the Marina Lot from the Landlord and to construct and operate a marina, to include the Marina Lot, structures, and docks extending into Lake Champlain (the "Marina"); and

WHEREAS, the Marina Lot is, as a part of the Burlington waterfront lands subject to the public trust doctrine, which dictates that land submerged beneath navigable waters, including land that has been filled so that it is no longer submerged, must be held in trust for public uses; and

WHEREAS, the Vermont legislature prescribed permitted public uses for these lands in Act No. 53 of the acts of the 1991 Session ("Act 53"); and

WHEREAS, the Marina Lot, as well as other surrounding lands (to include portions of the Public Park and the East Parking Lot referenced as parts of "the Project" described below) are subject to the provisions of The Land and Water Conservation Fund Act ("LWCF Act") since portions thereof were improved with an LWCF grant, under Project Number 50-00135, as amended, which was undertaken in 1973 to 1974 ("LWCF Project"); and

WHEREAS, the Landlord has completed its due diligence and has concluded that the Tenant's operation of a marina under the terms of this agreement comports with the requirements of the public trust doctrine; and

WHEREAS, the Landlord, also in satisfaction of its due diligence, has had this agreement reviewed by the appropriate officials at the Vermont Department of Forests, Parks and Recreation (the State Liaison Officer for the National Parks Service), as well as the plans to improve the Marina Lot, the Public Park and the East Parking Lot described in this Ground Lease, as required by the terms of the LWCF Act and LWCF Regulations, and a determination has been made that the terms of this Ground Lease comply with the terms of the LWCF Act, the LWCF Regulations and the LWCF Project requirements; and

WHEREAS Landlord wishes to lease the Marina Lot to Tenant, on the terms and conditions set forth in this Lease.

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

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

Section 1. **Marina Lot.**

Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, the Marina Lot, upon the terms and conditions of this Lease.

Section 2. **Term of Lease.**

(a) The Marina Lot is hereby leased to Tenant, subject to all of the terms and conditions contained herein, for a construction term commencing on the date upon which the Tenant notifies Landlord of the satisfaction of all "Ground Lease Pre-conditions" provided for in the Development Agreement between Landlord and Tenant, dated as of October 25, 2017 (the "Commencement Date") and ending upon the earlier of (x) commencement of operation of the Marina, or (y) May 1, 2020, which date is to be extended if the Permit Contingency Period is extended in accordance with the Development Agreement (the "Construction Term"). The operating Lease commences at the end of the Construction Term, and terminates forty (40) years thereafter (the "Operating Term").

Section 3. **Rent During the Term.**

The Tenant shall pay to the City the following amounts of Rent and Additional Rent, by check or wire transfer, at the address set forth below.

(a) **Construction Term Rent:**

- (i) For the first twelve (12) months of the Construction Term, the Lease shall be Rent free; and
- (ii) For the second twelve (12) months of the Construction Term, Rent shall be Twelve Thousand Dollars (\$12,000.00) per year, payable in equal monthly installments of \$1,000.00 per month.

(b) **Operating Term Rent:**

The annual Base Rent for the Marina Lot during the Operating Term shall be paid as follows:

- (i) **Annual Rent – First Year of Operating Term:**
\$27,500 Base Rent plus Additional Rent of 5% of total Marina revenue amount that exceeds \$565,000. Base Rent is payable in four (4) equal installments paid quarterly in advance. Additional Rent is due in arrears the following (2nd) year with the June 1 payment. In the event the commencement of operation of the Marina occurs after July 15th resulting in a partial season, the Base Rent will be adjusted pro rata with the remaining quarterly payments due. The First Year of operation would then conclude on December 31st of that year.
- (ii) **Annual Rent after First Year of Operating Term:** \$55,000 Base Rent plus Additional Rent of 5% of total Marina revenue amount that exceeds \$1,130,000. \$55,000 Base Rent shall be adjusted annually to reflect the change in CPI-U from one lease year to the next and shall be payable in two (2) equal installments paid in advance on January 1 and June 1. Additional Rent is due in arrears for the previous year and is due with the June 1 payment.

- (iii) Any payment of Rent that is more than thirty (30) days past due shall incur a penalty equal to 5% of the amount past due, said penalty to increase by 1% every thirty (30) days thereafter on all amounts past due.
- (iv) At the end of each tax year of Tenant, Tenant shall, within 120 days but in no event later than June 1 of each year during the term, provide Landlord with copies of annual financial reports which identify and account separately for all sources of gross revenue to allow Landlord to confirm gross revenue calculations. The Landlord may request additional records related to gross revenue within a reasonable period of time following delivery of the annual financial reports.
- (c) Utilities. Tenant shall pay for the use of the utilities serving the Marina directly to the service providers, including without limitation, electricity, telephone, data, water and sewer. Tenant shall be responsible for maintaining the utilities serving the Marina in good working condition sufficient for Tenant's use of the Marina as contemplated by this Lease.
- (d) PILOT and Taxes. It is the intention of the parties that Tenant shall pay all property taxes on the real and associated improvements levied on the Marina by the City of Burlington, commencing with the release of the Ground Lease from escrow pursuant to the provision of the Development Agreement. In addition, Tenant shall pay all Business and Equipment Taxes levied by the City of Burlington on the personal property of the Marina. Tenant hereby waives any right to appeal real estate taxes imposed by the City on the basis of a legal argument that the City cannot include floating or fixed waterside improvements in its assessment of the Property. Tenant shall also pay its annual pro rata share of PILOT payments on the Marina Lot which is paid by the City of Burlington Water Department for its property located at 234 Penny Lane.

Section 4. **The Project**

(a) Tenant shall commence and thereafter diligently prosecute to completion the Project, at Tenant's sole cost and expense. As used herein, the "Project" shall mean any and all work, including architectural, engineering, consulting, contract administration, and similar work as well as construction work necessary for Tenant to construct the following improvements on and adjacent to the Marina Lot, the Marina, the Public Park (including the Water Department Hardscape) and the East Parking Lot:

I – Marina

- Newly Constructed Wave Attenuation System
- 160 Boat Slips – a minimum of 40% of which shall be offered to transient boaters on a daily, weekly, or monthly basis;
- Pump out Facilities
- Fuel Dock
- Provision for Water Taxi Stand;
- A Floating Marina Facility to include:
 - Management and staff offices;
 - Public Restrooms;
 - Guest Bathing and Laundry facilities;
 - Store & Chandlery;
- Dockmaster Facility
- The "Plaza" identified as the "Marina Drop Off Plaza" on the Site Plan;

- Marina access, support infrastructure, staging, storage, and facilities area (ROW for utilities and ingress on the Site Plan) which will also provide for boat launching and hauling facilities and will be used as event space.
- Observation Deck
- Container workshop
- Gatehouses

II – Public Park

- Public Park and development of Water Department Hardscape all as shown on the Site Plan (“Public Park”).

III – East Parking Lot

See Parking Agreement referred to in Section 20, below.

(b) The Project shall be substantially complete by May 1, 2020, subject to extension in the event the Permit Contingency Period is extended in accordance with the Development Agreement. Tenant shall complete the Project in a good and workmanlike manner, in accordance with the permits and approvals issued therefor and applicable thereto, and in accordance with all applicable laws, zoning and building codes, ordinances and regulations, and all other applicable requirements of governmental authorities. Tenant shall ensure that the completion and construction of Project, and the conduct of Tenant’s business at the Marina, are in accordance with all conditions and requirements of all applicable governmental permits and approvals. Tenant and Landlord agree to cooperate to obtain all permits and approvals required by any governmental agency or authority to be obtained prior to commencement of construction of the Project as well as alterations or additions thereto.

(c) Tenant shall have the use of the East Parking Lot during the Construction Term as a staging/lay down area during the period of active construction of the Project.

(d) Tax Increment Financing (TIF) Funding.

The City shall contribute up to \$798,646 in funds for TIF eligible public infrastructure that is part of the Project and completed on or before December 15, 2019. These contributions shall be made pursuant to the terms and conditions of Section 11 of the Development Agreement. Payment to Tenant shall be made upon completion of each of the TIF eligible public infrastructure improvements listed below, and all related soft costs:

- i. Soil remediation;
- ii. Construction of East Parking Lot;
- iii. Construction of the Plaza and
- iv. Construction of the Park.

The term “completed” and “completion” as used in this Section shall mean, for each item listed above, construction is complete, the improvements have obtained all governmental approvals required in order to use such infrastructure improvements, and Tenant has delivered all documentation required by the City and the Vermont Economic Progress Council for the use of TIF funds. Provided however, in the event a final Certificate of Occupancy cannot be obtained prior to December 15, 2019, the City will accept a Temporary Certificate of Occupancy issued prior to that date relative to the project areas which include the TIF financed infrastructure for the purposes of the Marina’s requesting payment from TIF Funds.

Section 5. **Use of the Marina Lot, Marina and Public Park.**

- (a) **Marina Lot.** Tenant may use the Marina Lot for the Marina, including the installation of a wave attenuation system, 160 boat slips, a floating marina facility, water taxi, pump out facilities, fuel sales, launching and hauling of boats, retail sales and rentals, services, events and all related uses, in accordance with the all permits and approvals obtained from all governmental authorities having jurisdiction over the Marina Lot and Lake Champlain (“Permits and Approvals”).
- (b) **Public Access to Marina.** The parties acknowledge that the Marina shall be accessible to the public. Tenant hereby agrees that the following areas of the Marina that will be open in season, during business hours, to pedestrians and the general public (not solely Marina clientele), subject to occupancy limits established by all applicable governmental permits, statutes, ordinances and regulations, with the understanding that priority access will be given to slip holders during certain Marina events: the public restroom facilities; store and chandlery; and the water taxi stand. It is also agreed that the Marina’s entire perimeter dock (i.e. the wave attenuation system) shall be open to the general public daily from 7am to 10pm, also subject to occupancy limits established by all applicable governmental permits, statutes, ordinances and regulations, with the understanding that priority access will be given to slip holders during certain Marina events. This area is depicted on the Site Plan. The City acknowledges and agrees that Tenant will be installing security measures typically found within public marinas (which may include the limited use of card entry systems in agreed upon locations and security cameras). These installations will limit public access to areas not listed above as generally accessible to the public, for the benefit of boat owners using the Marina Project.

Section 6. **Additional Rights and Covenants Included in the Marina Lot.**

The Marina Lot includes the benefit of, and is subject to, the following rights and covenants:

(a) **Construction Rights.** Landlord hereby grants to Tenant the right to undertake construction and maintenance activities required to allow Tenant to perform all reasonably necessary construction on the Marina Lot and to maintain and repair the Project in accordance herewith.

(b) **Underground Utility Rights.** Landlord hereby grants to Tenant underground access rights over property adjacent to the Marina Lot, for constructing, maintaining, repairing and replacing connections to utilities serving the Marina Lot, including without limitation water, sewer, electricity, gas, telephone, cable television, telecommunications, storm water drainage and similar utilities, all subject to prior written approval of the Landlord, which approval shall not be unreasonably denied or delayed, and in accordance with all Permits and Approvals. All utilities shall be installed underground pursuant to then applicable City regulations, policies and procedures unless City agrees otherwise in writing with the

exception of fuel tanks and lines, electrical transformers, and utility lines brought above ground in order to connect with dock system.

(c) **Covenant to Restore.** Landlord and Tenant each covenant and agree for themselves and their successors and assigns that any construction, maintenance, repairs or replacements performed pursuant to an access right granted or reserved hereunder shall be coordinated with the owner of the affected property, and that any disturbed property shall be promptly restored to its prior condition in a

good and workmanlike manner.

Section 7. Repairs; Additions; Tenant's Personal Property.

(a) Tenant covenants and agrees that the Project and any alterations, improvements or other work on the Marina Lot once begun will be prosecuted with reasonable diligence to completion and shall be paid for by Tenant. All work by Tenant on the Marina Lot and the Project will be performed in all respects in accordance with applicable law and the Permits and Approvals.

(b) Tenant shall, at all times during the Lease Term, and at its own cost and expense, keep and maintain, or cause to be kept and maintained, in good order, repair and condition (ordinary wear and tear excepted), the entire Project, except (i) the Public Park, which is to be maintained by the City, at its sole cost and expense; and (ii) the East Parking Lot, to be kept and maintained by the City, with the cost to be shared with the Tenant, by agreement of the parties.

(c) Until the expiration or termination of this Lease, title to the permanent fixtures and other property installed by Tenant on and adjacent to the Marina Lot ("Tenant's Fixtures") shall belong to Tenant; and, during the Lease Term, Tenant alone shall be entitled to deduct all depreciation on its income tax returns for any Tenant's Fixtures. Upon the expiration or termination of this Lease for any reason, all of Tenant's Fixtures, including the wave attenuator with all appurtenances, floating docks and appurtenances, including but not limited to dock boxes and pedestals, (except for any "Tenant's Personal Property" as hereinafter defined) shall automatically become the property of Landlord, and Tenant shall have no rights in or claim to such Tenant's Fixtures, unless Tenant exercises the Right of First Refusal in accordance with Section 26.

(d) All remaining personal property of Tenant, including the floating Marina facility, equipment, furniture and inventory shall remain the property of Tenant, and Tenant may remove the same or any part thereof at any time or times during the Lease Term ("Tenant's Personal Property"), and Tenant shall repair all damages resulting from such removal. Landlord hereby waives any right to claim a lien or security interest in Tenant's Personal Property as defined herein and, to the extent applicable, waives any statutory right of distraint in or to the Tenant's Personal Property. Any Tenant's Personal Property not removed within sixty (60) business days of the expiration or termination of this Lease shall be deemed abandoned by Tenant and shall, at the option of Landlord, become the property of Landlord, and Tenant hereby waives any claim to such Tenant's Personal Property and agrees to indemnify Landlord against all costs and expenses incurred by Landlord in storing, removing and disposing of any such Tenant's Personal Property. To the extent Tenant enters upon the Marina Lot after the expiration or termination of this Lease for purposes of removing Tenant's Personal Property therefrom, all of the provisions of this Lease, with the exception of the obligation to pay Rent, shall remain in full force and effect including, without limitation, Tenant's obligation to maintain insurance and to indemnify Landlord as set forth below in this Lease. Notwithstanding the above, Tenant shall not remove the floating Marina Facility prior to the termination of the Lease without the express written consent of Landlord; the consent of Landlord shall not be unreasonably withheld so long as Tenant makes adequate provisions for replacement of amenities in the Floating Marina Facility available for public use.

Section 8. Requirements of Public Authority.

(a) During the Lease Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, codes, rules and regulations of the federal, state, county, and city governments and of all other governmental authorities affecting the Marina Lot and Marina, whether the same are in force at the Commencement Date or may in

the future be passed, enacted or directed.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in Subsection 8(a) and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding at its sole risk. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Marina Lot as a result of or arising out of such dispute.

(c) Landlord agrees to cooperate with Tenant's efforts, if requested, and to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and, where reasonable, to cooperate with Tenant in such contest, provided Landlord shall not be required to incur any cost or expense in relation thereto. Tenant shall reimburse the actual costs incurred by the City, in connection with such contestation, including costs for outside counsel. Provided, however, the City may, in its sole discretion, determine that any such law, ordinance, order, rule, regulation or requirement is reasonable and it is not in the best interests of the City to cooperate with Tenant's efforts, in which case the City shall bear its own costs and expenses.

Section 9. **Covenant Against Liens.**

If, because of any work performed upon or adjacent to the Marina Lot, including the Project, by or at the expense of Tenant, any mechanic's lien or other lien shall be filed against Landlord or any portion of the Marina Lot, or other property of the City, Tenant shall, at its own cost and expense, cause the same to be discharged of record or shall commence the defense of the claim, in good faith, within sixty (60) days after the recording thereof and shall take all reasonable actions to remove the lien, including posting a bond, during the pendency of the defense; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom.

Section 10. **Access to Marina Lot and Marina.**

During the Lease Term, Landlord or Landlord's agents shall have the right to inspect the Marina Lot and the Marina at all reasonable times (or at any time in case of emergency) but Landlord's rights to inspect the interior of the Marina may be subject to reasonable limitations as to prior notice and hours during which the inspection may occur. Upon notice of termination of this Lease, Landlord shall also have access to the Marina Lot and the Marina to show the same to prospective tenants or purchasers.

Section 11. **Assignment and Subletting.**

(a) Tenant shall have the right at any time to sublet the Marina Lot and the Marina or to assign or mortgage this Lease, subject to Landlord's prior written approval, and upon the condition that all rights acquired by a third party hereunder shall be subject to each and all of the covenants, conditions or restrictions set forth in this Lease. At least fifteen (15) days prior to the execution by Tenant of any assignment agreement, Tenant shall deliver to Landlord a copy of the proposed final form thereof, which shall contain, in a form acceptable to Landlord, a covenant on the part of the assignee to assume all the obligations of Tenant. Any sublease agreement shall contain a provision that it is subject to all of the terms, covenants and conditions of this Lease and shall not contain provisions inconsistent with the terms

of this Lease.

(b) Tenant shall, without Landlord's consent but upon prior written notice, have the right to assign this Lease to any entity controlled by, which controls or which is under common control with Tenant.

(c) Landlord agrees, at Tenant's reasonable request, to enter into amendments on non-substantive or non-material terms to this Lease requested by Tenant or by any Leasehold Mortgagee provided that in any event no such amendment shall (i) involve the Rent, Additional Rent, Lease Term, use, the priority of the Landlord's fee interest or other monetary or material provision; or (ii) materially reduce Landlord's rights or remedies under this Lease or materially reduce or diminish the value of the transaction for which Landlord bargained under this Lease. All legal expenses incurred by Landlord as a result of any such amendments shall be borne by Tenant.

(d) Tenant agrees, at Landlord's reasonable request, to enter into amendments on non-substantive or non-material terms to this Lease requested by Landlord or by any Mortgagee provided that in any event no such amendment shall (i) involve the Rent, Additional Rent, Lease Term, use, or other monetary or material provision; or (ii) materially reduce Tenant's rights or remedies under this Lease or materially reduce or diminish the value of the transaction for which Tenant bargained under this Lease. All legal expenses incurred by Tenant as a result of any such amendments shall be borne by Landlord.

Section 12. **Signs and Websites**

Landlord shall permit Tenant to erect signs, on City property within reasonable proximity of Marina Lot, directing clients and the public, to the Marina Lot and the Parking Lots, subject to all Permits and Approvals. Tenant shall, at its expense, obtain any and all Permits and Approvals before erecting such signs. All signage (including but not limited to signage on the dock and wave attenuator directing boat traffic and boaters) shall be constructed, erected and/or installed solely at Tenant's expense and shall comply in all respects with Federal, State and municipal permits, laws and regulations regulating the appearance and placement of such signs. Both Landlord and Tenant shall cooperate in providing directions to their respective marinas on each of their websites.

Section 13. **Indemnity**

Tenant shall, from and after the date of execution of this Lease, defend, indemnify and hold harmless Landlord (together with its representatives, officers, employees and agents) from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of damage to any property or death or injury to any person sustained on the Marina Lot or the Marina, or arising (directly or indirectly) out of or in connection with the possession, use, occupation or control of the Marina Lot, the Marina, or the development of or the construction of improvements on and adjacent to the Marina Lot, and from and against all Liabilities arising out of damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of, or work performed by, Tenant, its agents, employees, licensees or contractors (except to the extent such damage, death or injury shall be caused by the affirmative act or negligence of Landlord or its employees or agents). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist for the benefit of a party or person to be indemnified under this Section 13.

Section 14. **Insurance**

Tenant shall maintain insurance coverage on the Marina Lot and the Marina throughout the term of this Lease, and on all other land subject to its control under the terms of this Lease of the types and at the levels set forth below during the initial construction of The Project and during the useful life of such improvements.

(a) **Public Liability.** From the time when Tenant commences construction on the Project or any part thereof, or from and after any earlier date when Tenant makes actual use of and occupies the Property, or any parts thereof, Tenant shall cause to be written a policy or policies of insurance in the form generally known as public liability policies, and boiler insurance, and elevator insurance policies, when there are boilers and elevators included in any improvements located on the Property, insuring Tenant against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the premises, improvements, and buildings located on the Property or for any other risk insured against by such policies, each class of which policies shall have been written within the following limits:

(b) **Special Perils Property Insurance.** Tenant at its own cost and expense, shall keep the building or buildings at the premises insured during the entire term of the lease agreement against loss or any other natural consequence. Such insurance is to be written on an "Special Perils" form and by an insurance company or companies authorized to do business in the State of Vermont. The building(s) are to be insured to the full replacement cost of such building(s). The property insurance coverage will also include coverage for ordinance or Law (demolition, increased cost of construction and undamaged portion of building) in the amount of \$250,000.

(c) **Commercial General Liability Insurance.** Throughout the term of the lease agreement, Tenant shall maintain commercial general liability insurance covering the premises/operations and products/completed operations of Tenant in amounts not less than 2,000,000 each event/2,000,000 annual aggregate. Such policy shall name Landlord as an additional insured to be issued on a primary, non-contributory basis.

(d) **Auto Liability Insurance.** Throughout the term of the lease agreement, Tenant shall maintain commercial auto liability insurance covering owned and/or non-owned and hired autos in amounts not less than 1,000,000 combined single limit. For owned auto's only, Tenant shall name Landlord as an additional insured to be issued on a primary, non-contributory basis.

(e) **Protection and Indemnity Insurance.** Throughout the term of the lease agreement, Tenant shall maintain Protection and Indemnity Insurance covering all waterborne and watercraft related operations in amounts not less than 1,000,000 each event for bodily injury/1,000,000 each event property damage. Tenant shall name Landlord as an additional insured to be issued on a primary, non-contributory basis.

(f) **Marine Umbrella Insurance.** Throughout the term of the lease agreement, Tenant shall maintain Marine Umbrella or excess liability coverage covering all on-shore and waterborne/watercraft activities in amounts not less than 1,000,000 each event/1,000,000 annual aggregate. Tenant shall name Landlord as an additional insured to be issued on a primary, non-contributory basis.

(g) **Workers' Compensation and Employers Liability.** Tenant shall obtain workers' compensation insurance per the Vermont State statute and Employers Liability coverage in minimum amounts of \$500,000 each accident, \$500,000 injury by disease-per employee and \$500,000 injury by accident policy limit. Tenant shall agree to provide a policy endorsement waiving their rights of

subrogation.

(h) General. All such policies shall name Tenant and Landlord, as their respective interests may appear, as the persons assured by such policies; and a certificate of each of such policy or policies shall be delivered by Tenant to Landlord promptly upon the writing of such policies, together with adequate evidence of the fact that the premiums are paid.

(i) Loss of Damage and Extended Coverage. Subject to Section 16 below, from and after the time when the Lease commences, Tenant will keep insured any and all buildings and improvements upon the Marina Lot and used for the Marina against all loss or damage by fire and windstorm, together with "extended coverage," which said insurance will be maintained in an amount which will be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, which amount shall not be less than one hundred (100%) of the full insurable value, and all of such policies of insurance shall include the name of Landlord as one of the parties insured and shall fully protect both Landlord and Tenant as their respective interests may appear. In the event of destruction of the said buildings or improvements by fire, windstorm, or other casualty for which insurance shall be payable and as often as such insurance money shall have been paid to Landlord and Tenant, said sums so paid shall be made available to Tenant for the construction or repair, as the case may be, of any building or improvements damaged or destroyed by fire, windstorm, or other casualty for which insurance money shall be payable and shall be paid out by Tenant from time to time on the estimate of any reliable architect licensed in the State of Vermont having jurisdiction of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction or repair and at a reasonable cost therefor; provided, however, that the total amount of money necessary for the reconstruction or repair of any building or improvements destroyed or damaged has been provided by Tenant for such purpose and its application for such purpose assured. In the event of the destruction or damage of the buildings and improvements or any part thereof, and as often as any building or improvement on said Marina Lot or used in the Marina shall be destroyed or damaged by fire, windstorm, or other casualty, and Tenant decides to rebuild, replace, and/or repair the Marina, Tenant shall rebuild and repair in such manner that the building or improvement so rebuilt and repaired, and the personal property so replaced or repaired, shall be of the same value as the said building or improvement and the personal property upon the Marina Lot or used in the Marina prior to such damage or destruction, and shall have the same rebuilt and ready for occupancy within twelve (12) months from the time when the loss or destruction occurred, unless otherwise agreed to by the Parties. The twelve (12) month period for reconstruction shall be enlarged by delays caused without fault or neglect on the part of Tenant by act of God, strikes, lockouts, or other conditions (other than matters of finance) beyond Tenant's control.

(j) Delivery of Certificates of Insurance. Certificates of insurance for all such policies shall be delivered to Landlord by Tenant.

(k) Proceeds Payable to Mortgagee. If any mortgagee holding a mortgage created pursuant to the provisions of Article XV elects, in accordance with the terms of such mortgage, to require that the proceeds of the insurance be paid to the mortgagee, then such payment shall be made.

(l) Worker's Compensation Insurance. Tenant shall have an affirmative obligation to take all necessary steps to determine and require that any contractor or subcontractor working on the Project or any subsequent modifications or improvements to the Marina, the Marina Lot or the fixtures on the Marina property or the Marina Lot has adequate worker's compensation coverage that is sufficient to protect the interests of Tenant and Landlord. Tenant agrees that it shall hold harmless and indemnify the City for any claim for injury to workers on the Property covered by Vermont Worker's Compensation Law, including any attorney's fees reasonably incurred by Landlord in connection with any such claim.

In addition, Tenant shall carry worker's compensation insurance on its own account for its own employees and for contract workers working on the Property as required by Vermont statute.

Section 15. **Waiver of Subrogation.**

Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in the Lease.

Section 16. **Damage or Destruction**

Notwithstanding any provisions herein to the contrary, if during the Lease Term, the Marina, any other improvements upon the Marina Lot are materially and substantially damaged or are destroyed by fire, flood or other casualty, this Lease shall continue in full force and effect and Tenant shall either (i) within a reasonable period of time, at its cost and expense, rebuild, replace and/or repair said improvements in accordance with the terms of Sections 4, 6 and 7 of this Lease, only to the extent of insurance proceeds available to Tenant; or (ii) Tenant may terminate this Lease by providing written notice thereof to Landlord. Upon receipt of such written notice of termination by Landlord, all of Tenants obligations hereunder shall terminate and be of no further force or effect.

Section 17. **Eminent Domain.**

(a) If, prior to the expiration of the Lease Term, the whole of the Marina Lot shall be taken under the power of eminent domain or by purchase in lieu thereof, this Lease and the Lease Term shall cease and terminate as of the date of such taking, and any unearned rent or other charges, if any, paid in advance shall be refunded to Tenant.

(b) If, after the execution and prior to the expiration hereof, any public or private authority shall, under the power of eminent domain, make a taking:

- (i) which shall render the Marina Lot unusable for the use described in Section 5 of this Ground Lease; or
- (ii) which shall result in the reduction of the parking spaces required by permits and approvals for the Marina to less than the number of spaces required by permit, or the loss of reasonable access to the public streets;

then Tenant may, at its election, terminate this Lease by giving the other party notice of the exercise of its election within thirty (30) days after it shall receive notice of such taking. In the event of termination by Tenant under the provisions of this Subsection 17(b), this Lease and the Lease Term shall cease and terminate as of the date of such taking, and any unearned rent or other charges, if any, paid in advance shall be refunded to Tenant and any rent or other charges paid in arrears shall be paid to Landlord.

(c) In the event of a taking or purchase resulting in the termination of the Lease, that portion of the award attributable to the land from the taking shall belong to Landlord without any deduction

therefrom for any leasehold estate or interest now or hereafter vested in Tenant and Tenant agrees to execute such instruments as may reasonably be requested by Landlord in any proceeding, assigning all rights in such award to Landlord.

(d) In the event of a taking by the City of Burlington resulting in the termination of this Lease, Tenant shall be entitled to recover an amount equal to the following: (i) the Fair Market Value of the Project and the Marina business; (ii) an award for all of Tenant's consequential damages for the loss of the Premises, excluding lost profits for the remaining term of the Lease; and (iii) Tenant's costs to enforce the obligations hereunder, including court costs and reasonable attorneys' fees.

Section 18. **Utility Easements.**

Tenant shall have the right to enter into agreements with utility companies, and/or public authorities that provide necessary utilities, creating easements in favor of such companies and/or authorities as are required in order to service the Marina Lot and the Marina, and provided that Landlord consents thereto, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of such consent, Landlord shall execute any and all documents, agreements and instruments, and shall take all other actions, in order to effectuate the same, all at Tenant's cost and expense. Landlord shall be responsible for obtaining all utility easements necessary for the development and use of the East Parking Lot and the Public Park.

Section 19. **Reserved.**

Section 20 **Parking Agreement.**

Tenant shall have the right to use the East Parking Lot, the Plaza, and the employee parking area located on the Marina Lot and other public parking lots, in accordance with the parking agreement (Exhibit B the "Parking Agreement").

Section 21. **Landlord Mortgages.**

(a) Landlord shall have the right to mortgage Landlord's fee interest in the Marina Lot and to assign its rights under this Lease as collateral for any borrowings, provided that such Landlord mortgagee enters into such customary attornment and non-disturbance agreements as may be reasonably required by Tenant.

(b) The term "mortgage" as used in this Lease shall include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the Marina Lot. The term "mortgagee" and/or "holder of a mortgage" as used in this Lease shall include the holder of or the beneficiary under, as the case may be, a mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the Marina Lot.

Section 22. **Leasehold Mortgages.**

(a) Tenant and every successor and permitted assign of Tenant, is hereby given the right by Landlord, in addition to any other rights herein granted, to mortgage its interests in this Lease and any interest Tenant has in the Marina, Tenant's Fixtures and Tenant's Personal Property, and to assign this Lease, as collateral security for a debt or other obligation (each a "Leasehold Mortgage"), without

Landlord's prior written approval, and upon the condition that all rights acquired under such Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein.

(b) If Tenant and/or Tenant's successors and assigns shall mortgage this leasehold, Tenant's Fixtures and/or Tenant's Personal Property, and if the holder of such Leasehold Mortgage (a "Leasehold Mortgagee"), shall, within thirty (30) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee and the pertinent recording data with respect to such Leasehold Mortgage, Landlord agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Leasehold Mortgagee to Landlord, the following provisions shall apply:

- (i) When giving notice to Tenant with respect to any default under the provisions of this Lease, Landlord will also serve a copy of such notices upon the Leasehold Mortgagee and no such notice to Tenant shall be effective unless a copy of such notice is so sent to the Leasehold Mortgagee; by registered or certified mail, return receipt requested, to the address of the Leasehold Mortgagee as shown on the executed counterpart of the Leasehold Mortgage delivered to Landlord pursuant to Subsection 20(b).
- (ii) The Leasehold Mortgagee may become the legal owner and holder of this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and in such event, the Leasehold Mortgagee shall assume due performance of the obligation on Tenant's part to be performed under this Lease.
- (iii) The Leasehold Mortgagee shall have the same period of time, after the service of any notice as aforesaid upon it, for curing a default in the payment of Rent or any other default of the Tenant under the Lease as is given the Tenant.
- (iv) The Landlord shall have a right to cure any default by Tenant under its Leasehold Mortgage, in accordance with the terms of the Leasehold Mortgage. Any amounts paid by Landlord in order to cure such default shall be charged to Tenant and paid to Landlord as Additional Rent hereunder.

Section 23. **Environmental Compliance.**

(a) Tenant has completed a Phase II Environmental Site Assessment, as evidenced by the Report entitled Northern Waterfront Parcel Penny Lane Burlington, Vermont 05401 conducted by KAS Environmental Science & Engineering and dated March 11, 2016. Tenant shall construct and operate the Marina Project in accordance with the Corrective Action Plan identified as Corrective Action Plan dated 8/24/2011 SMS #2005-3357 & 90-0540, as approved by Vermont Department of Environmental Conservation.

(b) Except as may occur from Tenant's improper implementation of the Corrective Plan and notwithstanding any other terms hereof to the contrary, after completion of construction of the Project, Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were on, from or affecting the Marina Lot or the land involved in construction of the Project, prior to the commencement of the Project or were generated, stored, handled, transported, disposed of,

discharged or released by Landlord or its agents, employees, licensees or contractors except to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Marina Lot or the Project and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, upon, under, from or into the Marina Lot or the Project. For purposes of this provision, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto.

Section 24. Quiet Enjoyment; Landlord's Warranties.

(a) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Marina Lot and all appurtenances thereto without hindrance or molestation from the City, its agents, employees, licensees or contractors..

(b) Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord has not made, done, executed or suffered any act or instrument whatsoever whereby the Marina Lot, or any part thereof, now or any time hereafter, shall or may be implied, charged or encumbered in any manner whatsoever, and the Marina Lot are free and clear of all liens and encumbrances that would have an adverse effect on the use and operation of the Marina ; that Landlord and any person executing this Lease in a representative capacity has full right and lawful authority to execute this Lease for the Lease Term, in the manner and upon the conditions and provisions herein contained. Tenant shall have the right to terminate this Lease for any breach of or inaccuracy in the warranties, representations or provisions of Subsections 24(a) and 24(b).

Section 25. Defaults.

(a) If any installment of Rent is not received within thirty (30) days of the date it is due and payable, Landlord may send written notice to Tenant of the rent default specifying the items in default. If Tenant fails to cure the rent default within thirty (30) days of sending of notice of rent default, this Lease and the Lease term shall terminate without further notice, and all rights of Tenant under this Lease, whether or not exercised, shall expire and terminate. Provided however, Tenant shall reimburse Landlord for any expenses incurred in connection with Tenant's default hereunder, including reasonable legal fees.

(b) If any one or more of the following events (herein sometimes called "events of default") shall occur:

- (i) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided (including, without limitation, Tenant's obligation to construct the Project in accordance with the terms and conditions specified in this Lease), other than those referred to in the foregoing Subsection 25(a), and such default shall continue for a period of

sixty (60) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said sixty (60) day period, Tenant fails to proceed within said sixty (60) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time which under all prevailing circumstances shall be reasonable; or

- (ii) If Tenant or an authorized assignee of Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of an authorized subtenant of Tenant or of all or any substantial part of its properties or of the Marina Lot; or
- (iii) If within sixty (60) days after the commencement of any proceeding against Tenant or an authorized assignee of Tenant (but not including any sublessee) seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant or an authorized assignee of Tenant of any trustee, receiver or liquidator of Tenant or an authorized assignee of Tenant or of all or substantially all of its properties or of the Marina Lot, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated; or

then and in any such event Landlord at any time thereafter, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the Lease Term shall expire and terminate on the date specified in such notice which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice this Lease and the Lease Term and all rights of Tenant under this Lease, whether or not exercised, shall expire and terminate. Provided however, Tenant shall reimburse Landlord for any expenses incurred in connection with Tenant's default hereunder, including reasonable legal fees.

(c) Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Marina Lot and Tenant's Fixtures to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Marina Lot and possess and repossess itself thereof, by summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Marina Lot and the Marina without being liable to prosecution therefor, and may have, hold and enjoy the Marina Lot and the Marina and the rights to receive all rental income of and from the same.

(d) If default shall be made by Landlord in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided and such default shall continue for a period of sixty (60) days after written notice from Tenant to Landlord specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said sixty (60) day period, Landlord fails to proceed within said sixty (60) day period to commence to cure the same and

thereafter to prosecute the curing of such default with due diligence and within a period of time which under all prevailing circumstances shall be reasonable, then and in any such event Tenant, at any time thereafter, may give written notice to Landlord specifying such event of default or events of default and stating its intention to pursue all rights and remedies available to Tenant at law or at equity. In such event, Landlord shall be obligated to pay all costs and expenses, including reasonable attorneys' fees, incurred by Tenant in enforcing the provisions of this Lease in the event of any breach or default by Landlord.

Section 26. **Right of First Refusal.**

Landlord hereby grants Tenant a right of first refusal in connection with the sale or transfer of the Marina Lot by the Landlord, all in accordance with the following terms:

(a) Upon acceptance by the Landlord of a bona fide offer for the purchase or transfer of title to the Marina Lot ("Offer"), Landlord shall deliver a copy of the Offer to Tenant. Tenant may exercise this right of first refusal by delivering a written notice of acceptance to the Landlord ("Notice of Acceptance"), within sixty (60) days of Tenant's receipt of the Offer.

(b) Tenant shall consummate the terms of the Offer within sixty (60) days of delivery of the Notice of Acceptance to Landlord, all in accordance with the terms of the Offer.

(c) In the event Tenant fails to deliver a Notice of Acceptance to Landlord within sixty (60) days of Tenant's receipt of the Offer, this right of first refusal shall be terminated with respect to the transaction set forth in the Offer. However, this right of first refusal shall continue to run with the land and shall apply upon the sale or transfer of the Marina Lot by the Landlord's successors and assigns.

Section 27. **Development Agreement.**

Upon delivery of a final Certificate of Occupancy for the Project, the obligations of the Tenant under the terms of the Development Agreement shall be deemed satisfied.

Section 28. **Waivers.**

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed

to be in exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.

Section 29. **Force Majeure**

In any case where either party hereto is required to do any act (except for the payment of money), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time."

Section 30. **Notices**

Any notice or other communication to be given hereunder shall be in writing and mailed or telecopied to such party at the address or number set forth below:

If to Landlord: City of Burlington
 Attn: Mayor
 149 Church Street
 Burlington, Vermont 05401
 Telephone: (802) 865-7272
 Facsimile: (802) 865-7270

with a copy to: City Attorney
 149 Church Street
 Burlington, Vermont 05401
 Telephone: (802) 865-7121
 Facsimile: (802) 865-7123

If to Tenant: Burlington Harbor Marina, LLC
 25 Cherry Street
 Burlington, Vermont 05401
 Telephone: (802) 863-1333
 Facsimile: (802) 862-1179

with a copy to: Catherine Dingle
 Murphy Sullivan Kronk
 P.O. Box 4485
 275 College Street
 Burlington, VT 05406-4485
 Telephone: (802) 861-7000
 Facsimile: (802) 861-7007

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given when delivered by (i) receipted hand delivery; or a regularly established overnight delivery service that provides proof of delivery.

Section 31. **Estoppel Certificates**

Each party agrees that at any time, and from time to time, upon not less than seven (7) days prior notice, at either party's request, it shall execute, acknowledge and deliver to the other party via facsimile or via email using a secure format, a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect, or if there are modifications, stating the modifications and that the

Lease as modified is still in full force and effect, and that there are no defaults, defenses or offsets thereto then accrued, or stating those claimed, and stating the dates to which the rents or other charges have been paid. The original of such statement shall be delivered within seven (7) days after said notice.

Section 32. **Governing Law**

This Lease shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. With respect to any claim or action arising hereunder, Tenant (i) irrevocably submits to the jurisdiction of the Superior Court of Chittenden County, Vermont, (ii) irrevocably waives any objection which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Lease brought in such court, and (iii) irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 33. **Partial Invalidity**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be adjudicated to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, **provided that such invalidity does not materially prejudice either Landlord or Tenant in their respective rights and obligations contained in the valid terms, covenants or conditions of this Lease.**

Section 34. **Holding Over**

In the event that Tenant shall continue in occupancy of the Marina Lot after the expiration of the term hereof, such occupancy shall not be deemed to extend or renew the terms of this Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained at a rent equal to twice the Rent in effect during the last year of the Term. Rent during such holdover period shall be prorated and payable for the period of such occupancy. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Term except as is otherwise expressly provided in this Lease.

Section 35. **Notice of Lease.**

The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument in recordable form which will constitute a notice of lease, setting forth the names of the parties, a description of the Marina Lot, the terms of this Lease and any other portions thereof, excepting the rental provisions, as either party may request. Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Lease. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Lease.

Section 36. **Interpretation.**

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the

interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The words "Landlord" and "Tenant", and the pronouns referring thereto, shall mean where the context so admits or requires, the persons, firm or corporation named herein as Landlord or as Tenant, and if there is more than one landlord, the covenants of Landlord and Tenant, respectively, shall be the joint and several obligations of each of them, and if Landlord or Tenant is a partnership, the covenants of Landlord or Tenant shall be the obligations of the firm. The word "Landlord," as used herein, means only the owner for the time being of Landlord's interest in this Lease and, in the event of any transfer of Landlord's interest in this Lease, the transferor shall cease to be liable and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, provided that from and after said transfer, the transferee shall assume and be liable for the performance and observance of said agreements and conditions.

Section 37. **Entire Agreement; Amendment.**

This Lease embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Lease may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced. It is expressly agreed by the parties hereto that the terms and provisions of this Lease are intended to apply only with respect to the leasehold estate created with respect to the Marina Lot.

Section 38. **Successors and Assigns**

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, administrators, successors and assigns.

Section 39. **Brokers.**

Landlord and Tenant agree that no brokers have been involved in this transaction, and each agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including reasonable attorneys' fee) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim. The provisions of this Section 39 shall survive any termination of this Lease.

Section 40. **Dispute Resolution.**

If a dispute arises between the parties related to this Lease, the parties agree to use the following procedures prior to either party pursuing other available avenues: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such Negotiation Meeting shall be held within five (5) business days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall promptly submit the dispute to mediation and shall bear equally the costs of the mediation; (c) Arbitration or Litigation. If the parties fail to resolve the dispute through mediation, then (1) if the parties agree on arbitration, they shall submit the matter to binding arbitration by a single arbitrator, or (2) either party may seek an adjudicated resolution through the appropriate court; and (d) Miscellaneous. The parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the parties under this Lease. This paragraph of dispute resolution provisions

shall survive termination of this Lease.

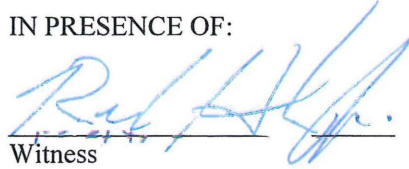
Section 41. **Regulatory Review.**

This Ground Lease shall not be read in any manner as altering, affecting or guaranteeing any particular outcome with respect to the required regulatory review before the City's regulatory agencies, such as the Development Review Board.

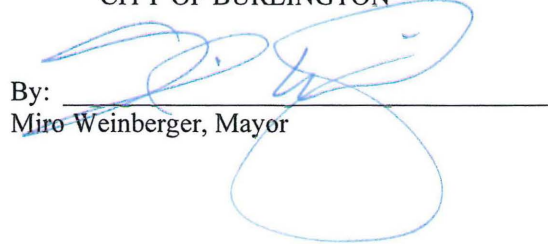
Remainder of this Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Lease or caused this Lease to be executed as of the day and date first set forth above.

IN PRESENCE OF:


Witness

CITY OF BURLINGTON

By: 
Miro Weinberger, Mayor

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 27th day of October, 2017, personally appeared Miro Weinberger, Mayor of the **CITY OF BURLINGTON**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the **CITY OF BURLINGTON**.

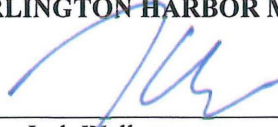
Before me, 
Notary Public
Notary commission issued in Chittenden County
My commission expires: 2.10.19

IN WITNESS WHEREOF, the parties have executed this Lease or caused this Lease to be executed as of the day and date first set forth above.

BURLINGTON HARBOR MARINA, LLC



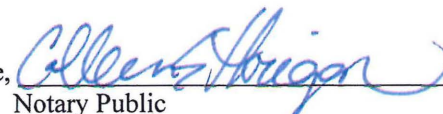
Witness

By: 

Name: Jack Wallace
Title: Managing Member

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 27th day of October, 2017, personally appeared Jack Wallace, the managing member of **Burlington Harbor Marina, LLC**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **Burlington Harbor Marina, LLC**.

Before me, 

Notary Public
Notary commission issued in Chittenden County
My commission expires: 2.10.19

Exhibit "A"

Legal Description of the Marina Lot

Being a lot of land containing 0.632 acres, more or less, as shown as Parcel C on a Plan entitled "Proposed Lot Line Adjustment of Parcels B & C of City of Burlington at Proposed Burlington Harbor Marina 234 Penny Lane, Burlington, VT" dated January 24, 2017 and prepared by Civil Engineering Associates, Inc. and recorded in Map Slide 534D of the City of Burlington Land Records.

Also being a portion of property conveyed to the City of Burlington in the following deeds:

1. Quitclaim Deed from Charles M. Hays and Edward C. Smith, Receivers, and Central Vermont Railroad Co. to the City of Burlington, dated July 14, 1897 and recorded in Miscellaneous Volume 42 at Page 418 of the City of Burlington Land Records.
2. Warranty Deed from Central Vermont Railway, Inc. to The City of Burlington dated April 29, 1942 and recorded in Volume 117 at Page 632 of the Burlington Land Records.

The leased premises shall include non-exclusive easements and rights of way over Penny Lane and all other existing travelled ways necessary for pedestrian and vehicular access to the Marina Lot and for the construction, maintenance and use of the Project and the Marina Lot. These easements and rights of way shall include the right to access the Marina Lot from Penny Lane and the East Parking Lot to the area between the City of Burlington Water Department Building and the City of Burlington Electric Department Building, as well as to the parking lot, located on the southerly side of the City of Burlington Water Department Building

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

The Marina Lot is benefited by and/or subject to the following existing encumbrances, covenants, rights and easements:

1. MORTGAGES: None currently undischarged of record
2. ATTACHMENTS AND LIENS: None currently undischarged or expired of record

Exhibit B
Parking Agreement

See attached

Parking Agreement

This Parking Agreement is made by and between the **City of Burlington**, a Vermont municipal corporation (“City”) and **Burlington Harbor Marina, LLC**, a Vermont limited liability company (“BHM”) as of this 27th day of October, 2017.

WHEREAS, the parties have entered into a Development Agreement dated October 25, 2017 (“Development Agreement”); and

WHEREAS, the City has leased a parcel of land at the northern waterfront in Burlington, Vermont being a portion of a parcel used by the Burlington Water Department (“Marina Lot”) to the Marina by Ground Lease dated October 25, 2017 (the “Lease”); and

WHEREAS, BHM has constructed the “Project” as defined in the Lease, including the “East Parking Lot”, the “Public Park”, the “Plaza”, and the “Marina”; and

WHEREAS, BHM shall have access to parking spaces in the East Parking Lot, and employee parking and temporary and handicapped accessible parking spaces in the Plaza, all on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

1. General.

The parties agree that the terms and conditions contained herein will govern the overall rights and responsibilities for use and maintenance of the East Parking Lot, the Public Park, the Plaza, and the employee parking spaces, all as shown on the plan attached hereto as Exhibit A (collectively, the “Parking Facilities”), and that it will be mutually beneficial to come to agreement on the day to day operations of their respective facilities. Therefore the parties agree to enter into an Operating Memorandum of Understanding, to be amended from time to time (“OMOU”), that will address those details and provide for periodic meetings to assess the ongoing operations of the Parking Facilities.

2. Use of East Parking Lot. The following provisions shall govern the use of the East Parking Lot:

- A. During the period of May 15 to October 15, each year, Marina guests shall have the exclusive right to park vehicles in any of the 23 parking spaces designated for use of the Marina, and located in the western section of the East Parking Lot (the “Marina Parking Spaces”), at no additional charge to the Marina. The general public shall be prohibited from parking in the Marina Parking Spaces from May 15 to October 15 of each year. Designation of the Marina Parking Spaces via signage, or otherwise, shall be by agreement of the City and BHM and included in the OMOU.

In addition, 19 of the remaining 45 spaces in the East Parking Lot shall be restricted to exclusive use by the Marina on weekends and City Holidays during the period from May 15 through October 15 of each year (“Marina Weekend Spaces”). A weekend period shall be deemed to commence at 6:00 pm on each Friday and terminate at 8:00 am on each following Monday morning. A holiday shall be deemed to commence at 6:00 pm the day before the holiday, and terminate at 8:00 am on the day following the Holiday. In the event a Holiday falls adjacent to a weekend the periods shall run sequentially as one period. BHM will pay the City for the use of the Marina Weekend Spaces. The rate for the Marina Weekend Spaces shall be established by calculation of the number of weekend days and holidays applicable annually multiplied by the Burlington Department of Public Works Daily Parking rate as established for the applicable year multiplied by nineteen (19). The Daily parking Rate shall not exceed the rate charged at the Perkins Pier Lot. BHM may elect to reduce its number of weekend/holiday spaces upon delivery of thirty (30) days’ written notice to the City. BHM agrees that it will implement a policy of prioritized use of the Marina Parking Spaces plus the Marina Weekend Spaces. Methodology for assuring such prioritized use shall be addressed in the OMOU. The remaining 45 parking spaces in the East Parking Lot (26 on weekends and holidays) will be managed by the City for short-term parking and made available to the public on a first-come first-served basis and in a manner designed to maximize parking efficiencies, working with other Waterfront stakeholders at rates commensurate with nearby hourly and daily public parking rates. The City shall provide BHM with four designated parking spaces in the East Parking Lot for use by BHM during periods between October 16 and May 14 each year, when the “Employee Parking Spaces” (as defined below) are used for the storage of snow.

- B. Notwithstanding the City’s obligations under 2(A) above, the City may, in its discretion, (i) allocate up to 10 parking spaces in the East Parking Lot for the exclusive use of another project; and (ii) allocate up to 24 additional parking spaces in the East Parking Lot during the period of October 16 to May 14, each year, for the exclusive use of another project (“Designated Use Spaces”). Such designation shall be subject to the same shared usage goals and objectives described above, namely, to maximize parking efficiencies for all Waterfront stakeholders.
- C. BHM shall manage and control the use of the Marina Parking Spaces and the Marina Weekend Spaces during the time periods dedicated to BHM. The balance of the parking spaces shall be managed and controlled by the City, all in accordance with the OMOU.

3. **The Plaza.** The following provisions shall govern the use of the Plaza:

- A. The parking spaces at the Plaza shall be designated as either short term public access spaces or handicapped accessible spaces, 24 hours per day, 7 days per week, except during events hosted by the Marina and open to the public, in

which case, there shall be no public access to parking spaces in the Plaza. It is understood by the parties that Marina guests, who are not handicapped, will use the Plaza only for dropping off passengers and gear, and that such use shall be at no additional charge to the Marina.

4. Employee Parking.

The Marina employees shall have exclusive access to 4 designated spaces located in the parking area located on the Marina Lot, adjacent to the Burlington Water Department Building (“Employee Parking Spaces”), at no additional charge to the Marina. The Marina shall cooperate with the Water Department in order to allow for deliveries to the Water Department, in accordance with the OMOU. In addition, BHM acknowledges that the Employee Parking Spaces may be relocated to the East Parking Lot in winter months, when needed by the City for snow storage.

5. Hours and Dates of Operations.

The Marina Parking Spaces shall be open and available to Marina guests 24 hours per day, 7 days per week from May 15th through October 15th. The Public Parking Spaces (all parking spaces in the East Parking Lot not designated as Marina Parking Spaces, Marina Weekend Spaces, or Designated Use Spaces) shall be open and available to the public daily from May 15th through October 15th on a schedule to be set annually on or before April 1 for each upcoming year by the Marina and the Burlington Department of Public Works.

6. Signs.

City shall permit BHM to erect signs, on City property within reasonable proximity of Marina Lot, directing clients and the public, to the Marina Lot and the East Parking Lot and Plaza, subject to all Permits and Approvals.

BHM shall, at its expense, obtain any and all Permits and Approvals before erecting such sign.

All signage (including but not limited to signage on the dock and wave attenuator directing boat traffic and boaters) shall be constructed, erected and/or installed solely at BHM’s expense and shall comply in all respects with all applicable Federal, State and municipal permits regulating the appearance and placement of such signs.

7. Street and East Parking Lot Lighting.

The City shall be responsible for all costs and expenses related to utility metering and maintenance of lighting of the East Parking Lot and shall be reimbursed by the Marina for its pro rata share of the cost incurred for such lighting during the period from May 15th to October 15th each year.

The Marina shall be responsible for all costs and expenses related to utility metering and maintenance of lighting of the Plaza and the Employee Parking Spaces.

8. Staffing, Security, and Revenue Management.

The City shall be responsible for staffing, security, parking enforcement and revenue management of the all parking spaces in the East Parking Lot other than the Marina Parking Spaces and the Marina Weekend Spaces. The Marina shall be responsible for staffing and security, management and parking enforcement of the Marina Parking Spaces, Marina Weekend Spaces, Plaza and the Employee Parking Spaces.

9. Cleaning.

The East Parking Lot, Employee Parking Spaces, including all parking areas and sidewalks, shall be maintained by the City in clean and in presentable condition at all times at a standard at least equal to then applicable City parking lot standards.

The Plaza, including all parking areas and sidewalks, shall be maintained by the Marina in clean and in presentable condition at all times at a standard at least equal to then applicable City parking lot maintenance standards.

10. Trash Removal.

Rubbish from trash receptacles which service the East Parking Lot shall be removed by the City, at a frequency consistent with City policy for parking lots.

Rubbish from trash receptacles which service the Plaza shall be removed by the Marina as the party responsible for the maintenance of the Plaza.

11. Snow Removal.

Snow and ice shall be promptly removed from the East Parking Lot by the City consistent with City parking lot use policy and City snow removal policy in accordance with the OMOU. Snow and ice shall be promptly removed by the Marina from all portions of the Plaza, and the Employee Parking Spaces, including all entrances, driveways, parking areas and sidewalks to ensure accessibility in accordance with the OMOU.

12. Repair and Maintenance.

- A. The City shall be responsible for the repair and maintenance of the East Parking Lot at its sole cost and expense, consistent with then applicable City parking lot maintenance policy, and subject to partial reimbursement by the Marina in accordance with the OMOU.

- B. The Marina shall be responsible for the repair and maintenance of the Plaza and the Employee Parking Spaces, at its sole cost and expense, consistent with then applicable City parking lot maintenance policy and the OMOU
- C. The paving, revenue control equipment, painting, lighting, plumbing, utility lines (sewer, water, electric), curbs, gutters and all other improvements required during the operation of the East Parking Lot and the Plaza shall be of a quality at least equal to then applicable City parking lot maintenance policy.
- D. The City shall advise the Marina of any planned renovation or improvements to the East Parking Lot that would affect Marina guests or employees access to the Marina. The City shall make reasonable efforts to limit the impact of any renovation or improvement on the number of Marina Spaces or Marina Weekend Spaces, the Plaza or the Employee Parking Spaces.

13. **Access During City Waterfront Events.** A schedule of events shall be provided and approved in accordance with the OMOU.

14. **Dispute Resolution.**

- A. Should a dispute arise between the parties as to the meaning or intent of any provision of this Agreement, or as to an obligation of a party hereunder, the parties to the dispute will first attempt to resolve such dispute by mutual negotiations and, if the dispute persists, the utilization of any experienced independent mediator. Should the dispute continue notwithstanding the efforts of the mediation process, the parties to the dispute agree to submit the dispute to final binding arbitration.
- B. In the event of a material breach of this Agreement, which is discovered by the non-breaching party during the period in which this Agreement is being actively performed, a non-breaching party shall notify the alleged breaching party of the alleged material breach. Any non-breaching party may first endeavor to remedy the breach by direct discussions with the alleged breaching party. If such discussions fail to cure the breach within a reasonable period of time, not to exceed sixty (60) days, or if the circumstances require immediate action, the non-breaching party and the alleged breaching party will submit the matter to an experienced independent mediator for resolution of the matter. Should the parties fail to reach an agreement as a result of mediation, the matter shall be submitted to final binding arbitration. Claims for damages or other remedy for any breach of this Agreement that are discovered subsequent to the completion of this may be pursued directly through arbitration. Claims which do not involve breach of this Agreement shall be subject to arbitration and a party may pursue its judicial remedies for such claims.
- C. Arbitration: Arbitration shall be initiated by written notice to the other side or sides involved in the dispute of intent to seek arbitration. Arbitration under this

Restated Agreement shall be governed by the Vermont Arbitration Act, except that any arbitration shall be completed and a decision rendered within 90 days of notice invoking arbitration. The parties to the dispute shall try to agree upon an arbitrator within ten (10) business days of the notice invoking arbitration. If the parties to the dispute cannot agree upon an arbitration, then, within three (3) additional business days, each party to the dispute shall select an arbitrator and the selected arbitrator shall select a third arbitrator. The parties to the dispute shall equally share the cost of arbitration.

15. Notices.

All notices hereunder shall be given in writing and shall be deemed delivered only upon receipt of the original or an email transmission, with evidence of deliver, at the addresses listed below, or at such other addresses provided to the other party hereunder in writing:

To the Marina: Burlington Harbor Marina, LLC
25 Cherry Street
Burlington, VT 05401
Attn: Jack Wallace
Email: jwallace@gmavt.net

To the City: City of Burlington
149 Church Street
Burlington, VT 05401
Attention: Noelle Mackay
Email: nmackay@burlingtonvt.gov

15. Miscellaneous.

This Agreement shall be binding on and shall benefit the parties hereto and their respective successors and assigns. This agreement shall run with the land and benefit the Marina Property until such time as the Ground Lease is terminated. This Agreement shall not be amended or restated without the express written consent of the parties hereto. In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

Acknowledgement of Arbitration

WE UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, WE UNDERSTAND THAT WE WILL NOT BE ABLE TO BRING A LAWSUIT CONTAINING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL LAW OR CIVIL RIGHTS. INSTEAD, WE AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or representatives of the parties hereto.

Signature Page Follows

City of Burlington

By: _____
Miro Weinberger, Mayor

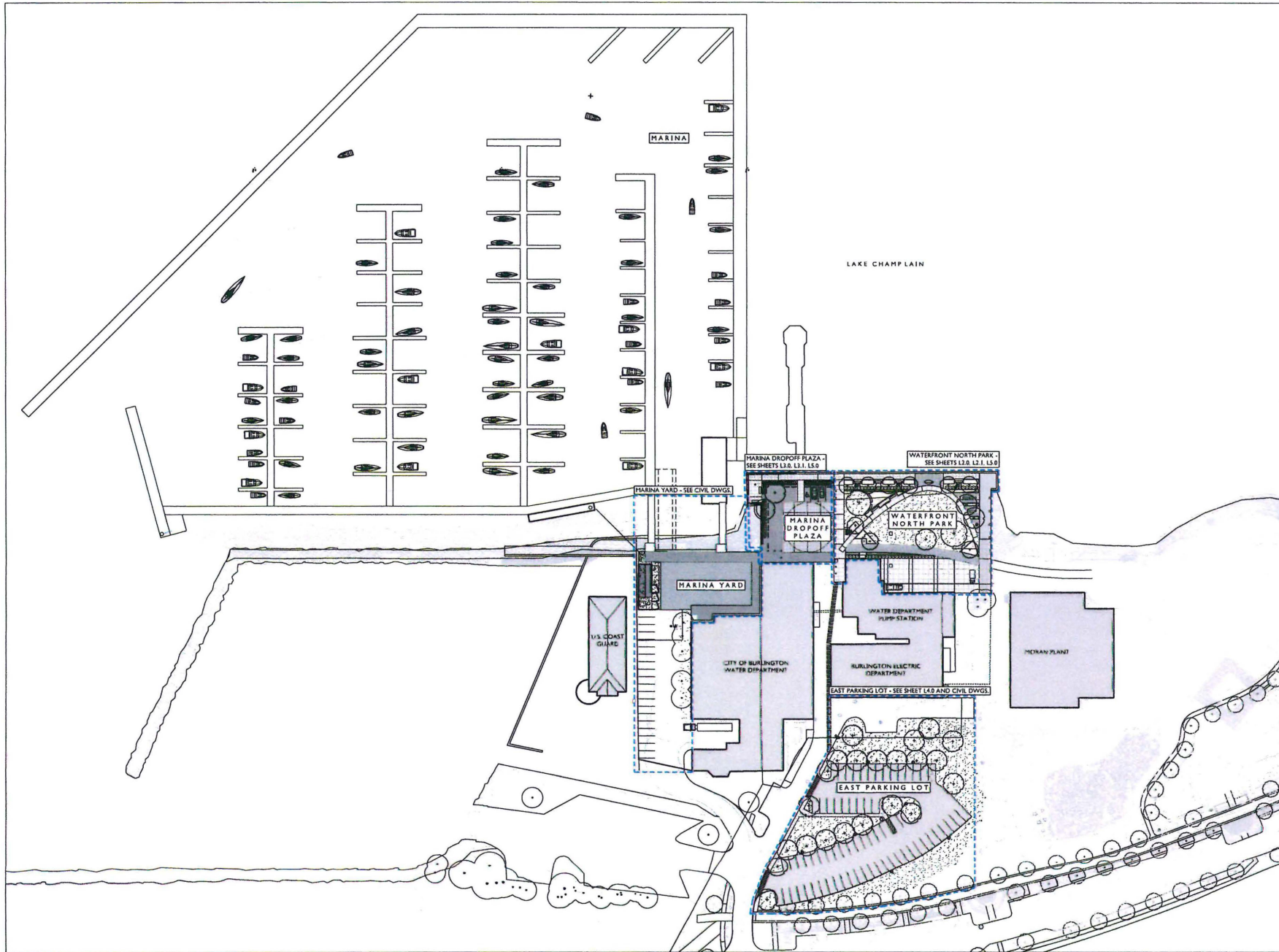
Burlington Harbor Marina, LLC

By: _____
Jack Wallace, Manager

Exhibit A

Site Plan

See attached



PERMITTING
PLAN
01/13/17
(NOT FOR
CONSTRUCTION)

BURLINGTON HARBOR MARINA

OVERALL SITE PLAN

REVISIONS

© 2017 WAGNERHODGSON, INC. DRAWING NO.

JOB NO. 423

SCALE 1" = 50'-0"

DATE 01.13.17

LI.0

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Johanna Schneider

Title/Subject: Second amendment to the ground lease with Burlington Harbor Marina

Approval Requested:

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

Meeting Date:

Click or tap to enter a date.

8/3/2026

Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	7/24/2026	Kara Alnasrawi
Mayor's Office	Yes	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	7/14/2026	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	7/24/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MAINTENANCE DIVISION*

MEMORANDUM

To: Board of Finance/City Council

From: Chapin Spencer, Director of Public Works
Lee Perry, Division Director Maintenance Division
Lynn Reagan, Director of Human Resources
Tony Berry, Human Resources Manager

Date: August 3, 2026

Re: Reclassification and Retitling of One (1) Of three (3) Existing Right Of Way Working Foreperson Positions to a Right of Way Operations Lead position

Executive Summary

The Department of Public Works (DPW), Maintenance Division, is proposing the reclassification and retitling of one (1) position in the Street Maintenance Division as summarized below:

- Reclassification and retitling of one (1) of three (3) existing Right of Way Working Foreperson positions a Regular, Full-Time, Non-Exempt, AFSCME, Grade 16, role in the Street Maintenance Division to the Right of Way Operations Lead, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 19 role. This is not an addition in positions but replaces one (1) of the three (3) existing ROW Working Foreperson positions.

Background

Due to General Fund financial constraints, difficulty in attracting applicants for the Street Maintenance Manager position, and discussions across DPW divisions and with AFSCME about exploring the concept of an “operations lead”, the manager position was frozen in the FY’27 budget. To provide overall coordination of this workgroup without the Manager position, the Division Director will be taking on supervisory responsibilities for the Street Maintenance / ROW workgroup, and we are proposing to reclassify and retitle one of the ROW Working Foreperson positions to take on more of the workgroup’s project management, training and interdivisional coordination needs. This proposed position will be responsible for providing

An Equal Opportunity Employer
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overall coordination, direction and technical expertise to the Right of Way Field Technician work group including crew members and Working Forepeople engaged in installation, repair, maintenance work, and winter snow removal operations on City facilities and infrastructure, as well as day to day oversight of the City's Recycling staff until January 1, 2027, when these services will be contracted out. This position will enable the workgroup to continue its essential work without filling the frozen Street Maintenance Manager position in FY'27. This will save the City ~\$140,000 in salary and benefit costs for the Manager position while seeing a nominal increase of ~\$4,100.00 in additional salary cost for this reclassified position. Total General Fund savings is projected to be ~\$135,900.

This Operations Lead approach demonstrates our department's innovation as we aim to maintain services in the current fiscally constrained environment. We will evaluate how this role performs over time. Future decisions on whether we reintroduce the manager roles will be based on what we learn from this new approach.

Financial Impact

The salary and benefits for the Grade 19 Step one (1) position, has a starting annual salary of \$81,436.05 for FY27. Because the current candidate who is qualified for this position already has an annual salary above this starting Grade 19 Step 1 salary, the candidate will be given a 5% increase in salary per City of Burlington Personnel Policy, Section 5.4 C. This salary increase was budgeted for in the Street Maintenance Division Salary line in the FY27 General Fund budget.

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification and retitle of one (1) existing Right of Way Working Foreperson position, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to the Right of Way Operations Lead, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 19, role in the Street Maintenance Division.

City Council Motion:

To approve and authorize the:

- Reclassification and retitle of one (1) existing Right of Way Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16x position to the Right of Way Operations Lead, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 19, role in the Street Maintenance Division.

If you have any questions please reach out to Lee Perry lperry@burlingtonvt.gov

City of Burlington Job Description

Position Title: ROW Operations Lead

Department: Department of Public Works

Reports to: Division Director DPW Maintenance Division

Pay Grade: 19

Job Code: 412

Exempt/Non-Exempt: Non-Exempt

AFSCME

Union:

General Purpose:

This position is responsible for providing on-site coordination, direction and technical oversight to Right of Way Field Technician crew members engaged in installation, repair and maintenance work on City facilities and infrastructure.

This position works alongside employees in the field and assists in coordinating work assignments, monitoring work progress, ensuring work is performed safely and efficiently.

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

Team Lead Functions:

- In collaboration with the Maintenance Division Director, coordinates the work of Right of Way Working Foreperson I&II, Right of Way Field Technician I&II positions, and Recycling staff. Oversight of the Recycling Staff will end on January 1, 2027.
- Complete required paperwork, including but not limited to; production reports, work orders completed on tablets/computer using the City’s asset management program, crew schedules, other appropriate administrative paperwork as needed, log of activities, etc.
- Confirms accuracy and completion of ROW workgroup workorders and ensures the appropriate documentation of all billable and non-billable work prior to submittal.
- Assist the Right of Way Field Technician crew members in maintenance and repair work on City facilities through coordinating crew activities, reviewing work and providing technical oversight.
- Prepare, coordinate and lead assigned work group in daily work assignments and projects including but not limited to scheduling Dig Safe, excavating permits and collecting required deposits.
- Monitoring and providing on-site feedback of employees including, but not limited to, job duty proficiency and productivity, conduct, attendance, compliance with Departmental procedures, State regulations, City safety requirements and training of

Right of Way Field Technician crew members.

- In collaboration with Maintenance Division Director, coordinate work and determine priority of work, and resources needed such as materials, equipment requirements, work crews and work schedules.
- Prepare requisitions required for materials to complete projects in a manner consistent with Department policies and procedures.
- Maintain control over progress and quality of work in accordance with departmental goals, objectives and standards.
- Demonstrate proficiency and understanding of construction/project blueprints and apply in the field
- Perform project layout based on project blueprints, including but not limited to establishing grade elevations with the use of a sight level, or laser level, new structure and pipe installation, as well as other city infrastructure.
- Install various sized sewer and storm drainpipe at grade with the use of a sight level, laser level, or pipe laser.
- Coordinate off-hour emergency sewer and stormwater repairs.
- Identify and coordinate with the Fleet Manager all maintenance and repairs of assigned equipment.
- Prepare and deliver trainings to ROW Field Technicians I&II, ROW Working Foreperson I&II, and assist Division Director with developing and maintaining standard operating procedures (SOP), for construction, paving, backfilling best practices, relative to scope of work.
- Assist in identifying required safety trainings, and relevant training opportunities to adhere to required tiering status, as well as to enhance workgroup performance and fully realize staff potential.
- Coordinate with and train staff from other City departments for snow removal operations that are and are not required by AFSCME contract to assist ROW with snow removal operations. This includes, but is not limited to, safe operation of sidewalk tractors, one ton dump trucks, 7yd. and 14yd. plow trucks, salt spreader functionality, application amounts, routes and priorities.
- Ability to operate all Division Equipment, including but not limited to backhoe, excavator, skidsteer, front end loader,
- Oversight and coordination of street, and sidewalk snow removal operations, as well as perform snow plowing as required.
- Lead, and coordinate off-hour snow plowing operations, coordinating any adjustments to the schedules for two alternating crews, providing timely updates to DPW leadership for our external communications. Fielding calls from the public, emergency services, public transit providers during snow events, and coordinating with parking services for snow removal during parking bans.
- Oversight and coordination of the City's annual clean sweep operations, including but not limited to, coordinating with parking services during parking bans for the event, as well as oversight of the rental sweeper.
- Oversight and coordination of nighttime snow removal operations in the downtown area, clearing snow along parking stalls, and meters after snow events.

- Review of leave requests for alignment with resource needs and weekly payroll for completeness and accuracy prior to final approval by management.

General Job Functions:

- Act as “Ambassador” for DPW, carrying out work in a manner consistent with Department Mission and Vision.
- Performs duties and functions of subordinate positions.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Six (6) years of experience in construction, maintenance and repair or related field with at least two (3) years in a supervisory role required or 150 hours as a group lead
- Complete OSHA 30 within six (6) months of hire and stay current with all safety trainings.
- Class B CDL license required.
- Proficient in directing work activities of a large (approximately 15 crew member) work crew and lead by example.
- Proficient in selecting and assigning staff to each task, while maintaining quality control on projects.
- Proficient in determining and demonstrating appropriate methods, procedures and techniques for tasks assigned.
- Ability to use computers, smart phones, iPads, email and the internet effectively.
- Proficient in using Asset Management software to create work orders, and manage inventory
- Strong problem-solving skills required.
- Strong communication skills, both oral and written required.
- Ability to train and motivate subordinate workers.
- Must be a self-motivated, flexible, safety-conscious team-oriented individual that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Proficient in operating sewer and stormwater Vactor,
- Proficient in operating front-end loader, asphalt rollers, street sweepers, sidewalk plows, 7yd. and 14yd. dump trucks, jackhammer, backhoe, bobcat and other related equipment.
- Proficient in operating wheeled and tracked snowplow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Ability to work outdoors in all weather conditions.
- Ability to work in confined spaces and in moving traffic areas.
- Ability to work nights, weekends and on call required.

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 75 pounds)
x	hearing/listening	x	carrying (specify 75 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __ 0 __

Indirectly Supervises: __ 15 __

Disclaimer:

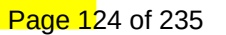
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

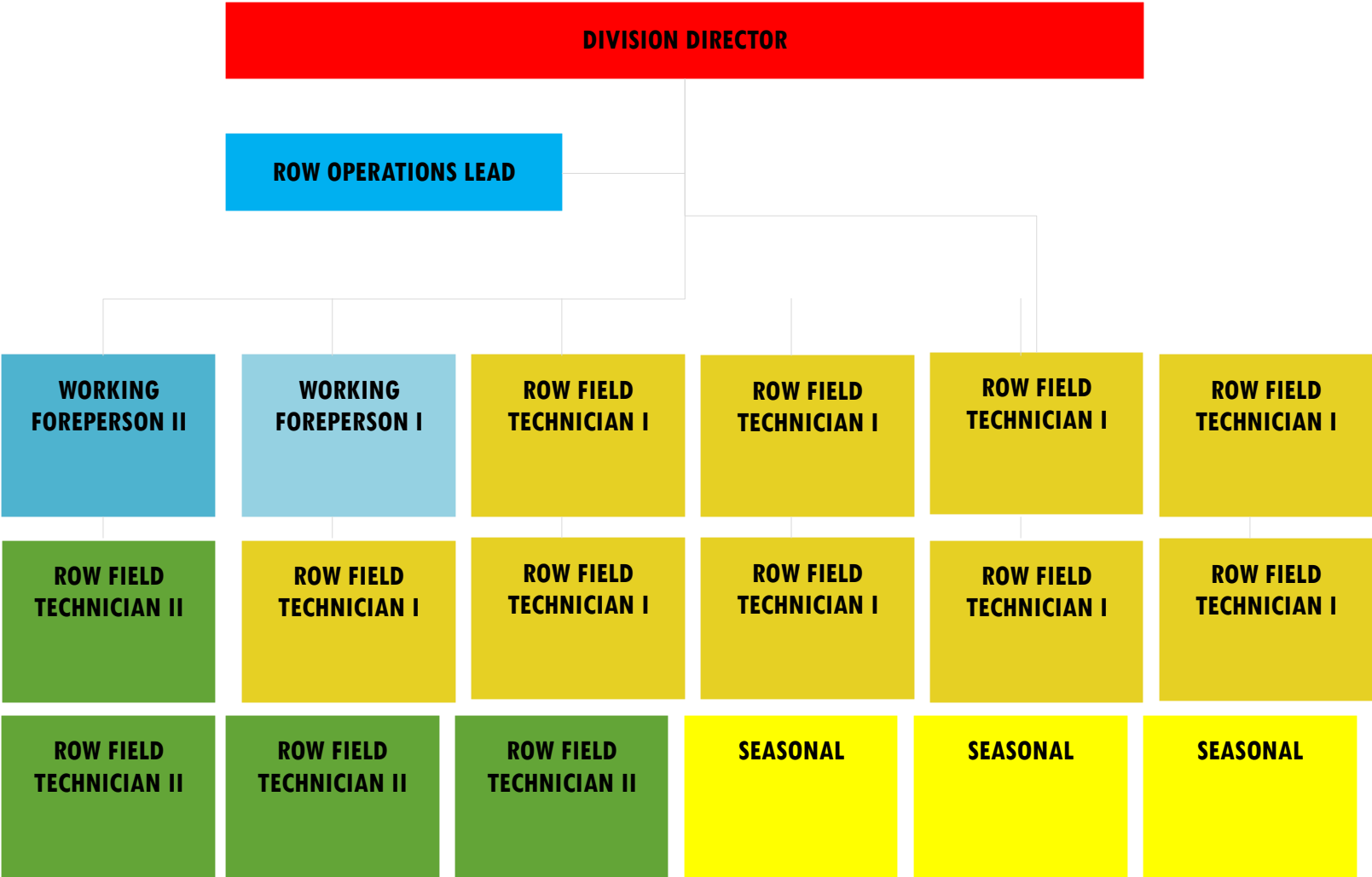
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Updated July 2002; revised July 2009; Final September 2009
Revised March 2015. Revised January 2016. Revised June 2018. Revised March 2026



PROPOSED
STREET
MAINTENANCE
ORGANIZATION
CHART



Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Public Works Submitter: Lee Perry
Title/Subject: Reclassification and Retitling of (1) Right Of Way Working Foreperson Position to Right of Way Operations Lead

Approval Requested:

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

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

8/3/2026

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	7/24/2026	Approved by Chapin Spencer
Mayor's Office	Yes	7/29/2026	Approved by 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	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	7/28/2026	Approved by Hayley McClenhan
CAO for budget, financing, and memo	Yes	7/28/2026	Approved by Brad Kukenberger
Human Resources, if personnel action or policy	N/A	7/29/2026	Approved by Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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To: Board of Finance and City Council

From: Rachel Jolly, Community Justice Center Director
Orieta Glozheni, Human Resources Manager

DATE: August 3, 2026 Board of Finance and City Council

RE: CEDO, Community Justice Center –Reclassification of one position from Grade 14 to Grade 15

Executive Summary

The Community Justice Center (CJC) is seeking approval for the reclassification and retitle of one position:

- Reclassification and retitle of the Data, Communications, and Operations Specialist, a Regular Service, Full-Time, Union, Grade 14 position, to Data, Communications, and Operations Lead, a Regular Service, Full-Time, Union, Grade 15 position.

Background

The original position was created in October 2024 when the administrative, evaluation and communications needs of the CJC outgrew any existing position's capacity. Organizational changes, increased programmatic complexity, expanded reporting requirements, and growing demands for data-driven decision-making have resulted in this position assuming responsibilities that extend well beyond its original administrative and technical support functions.

The position now serves as a critical operational resource for the Community Justice Center (CJC), supporting data management, communications, evaluation, administrative operations, and fundraising activities across multiple programs. The role requires substantial independent judgment, advanced technical expertise, cross-functional collaboration, and the ability to coordinate projects involving internal staff, community partners, grant funders, and external stakeholders.

The Office of Human Resources conducted a review of the updated job description for this position and determined that the current Grade 14 classification no longer accurately reflects the level of work being performed. The Human Resources Committee concurs with this assessment and formally recommends reclassification to Grade 15.

Financial Impact

This position is 67% grant funded and 33% funded with General Fund dollars in FY27. The DOC and AGO grants are two of our most stable, the former being consistent since 1998, and the latter since 2019. We have no reason to think they won't continue into the future. The financial impact to the City is and this can be absorbed within the CJC's planned GF FY27 budget.

Position	Current Grade	Current Salary	Proposed Grade	Proposed Annual Salary	Annual Impact	General Fund Impact
Data, Communications, and Operations Lead	Grade 14, Step 4	\$61,740.22 annually or \$29.6828/h	Grade 15, Step 1	\$ 61,976.96 annually or \$29.7666/h	\$236.74	\$78.12

The reclassification reflects compensation commensurate with the expanded scope, complexity, and organizational impact of the position.

Board of Finance Motion:

Move to approve and recommend that the City Council approve the reclassification of the following position:

- A Data, Communications and Operations Specialist, from a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 14 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 15 position.

City Council Motion:

Move to approve the reclassification of the following position: A Data, Communications and Operations Specialist, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 14 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 15 position.

City of Burlington
Job Description

Position Title: ~~Operations, Data and Communications Lead~~ Data, Communications, and Operations Specialist

Reports to: ~~CEDO Assistant Director, CJC Manager of Court Diversion and Pretrial Services~~
CJC Director

Pay Grade: ~~44~~

Job Code:

Status: ~~Limited-Regular~~ Service, Full Time

Union: Yes

• **General Purpose:**

~~The CJC Data, Communications & Operations Specialist~~ Operations, Data and Communications Lead serves as a key staff member responsible for coordinating and advancing the organization’s operational systems, data infrastructure, and communications strategy. This position provides functional leadership across administrative operations, data systems, and public-facing communications, ensuring alignment, consistency, and continuous improvement across all CJC sites and programs. The position does not directly supervise employees but provides functional and technical leadership across programs, is a guiding force behind collecting, analyzing and visualizing CJC data at the direction of the CJC Director and in collaboration with program managers. ~~T~~ This role exercises independent judgment, leads cross-functional projects, and supports staff capacity building in operational and data systems. ~~The his~~ position helps the City live up to its commitments to community connection/engagement, open data, transparency and innovation. ~~The position also helps manage ‘front-end’ responsibilities, including greeting visitors, maintaining a welcoming workspace, and helping with administrative needs.~~

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

Responsibilities:

Operational Support (40%)

- Provides ~~lead~~ coordination and standardization of operations across five CJC locations, ensuring consistency in systems, workflows and service delivery.
- Coordinates financial and administrative processes within the New World ERP system, including supporting budget tracking, expense monitoring, and reporting in collaboration with leadership

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- Manages purchasing and reimbursement processes, including purchase order creation in New World ERP, tracking of technology and office inventory and ~~and~~ ensuring accurate documentation, coding, and compliance with grant and City financial policies
- Provides leadership, training, and technical guidance to staff, strengthening understanding and effective use of organizational systems, tools, and workflows
- Serves as the primary point of contact for operational partners and the public within the CJC office, including greeting visitors, managing incoming and outgoing mail, and responding to general inquiries

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Data ~~Collection & Communication~~ Management (50~~XX~~40%)

- Lead the development, implementation, and continuous improvement of internal data systems and tools, including case management trackers and feedback surveys, ensuring alignment with grant requirements and cross-program priorities
- Leads collaboration with program management to define, capture, and interpret meaningful evaluation metrics, translating data into actionable insights that inform strategy and program improvement
- Oversee the development, design, and production of the CJC's annual report, synthesizing data and narrative to effectively communicate organizational impact
- Serves as lead subject matter expert for data systems, providing training, technical support, and troubleshooting while driving staff adoption and effective use of tools
- Represent the organization in local and statewide data and evaluation initiatives, contributing expertise and shaping cross-sector data practices (e.g., Burlington's Situation Table, Vermont AGO Data and Evaluation Committee)
- Design and manage data collection processes, including surveys and other tools, ensuring effective distribution, high response rates, and clear documentation of findings
- Ensure data integrity across systems by establishing and maintaining standards for data entry, validation, cleaning, and quality assurance (including Law Manager, SharePoint trackers, and case files)
- Leads and coordinates the collection, entry, and reporting of program data, ensuring accuracy, completeness, and compliance with program and grant requirements
- Identify trends and opportunities through data analysis to support program growth, community impact, and strategic decision-making
- Develop and enhance internal reporting systems and dashboards to strengthen management insight and organizational accountability

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- Develop and manage internal data systems and tools, including case management trackers and feedback surveys, in alignment with grant requirements and cross-program priorities
- Strategize with programmatic teams to identify, capture, and share meaningful evaluation metrics and analysis
- Develop and design the CJC's annual report
- Prepare accurate and timely recurrent and ad hoc reports for internal and external stakeholders
- Provide technical support and training to staff on data systems and tools; serve as the first point of contact for troubleshooting and resolving issues
- Represent the organization in local and statewide data and evaluation initiatives, such as Burlington's Situation Table and the Vermont AGO's Data and Evaluation

Committee Assist in the distribution, collection, and documentation of feedback surveys and other forms of data collection

- Assist Safeguard data integrity by assisting with data entry, cleaning, and quality assurance auditing (on within Law Manager and, SharePpoint trackers, and case files) including but not limited to, participant personal information, case information, and case updates
- Collect, enter, and share data as required by CJC programs
- Identify and monitor community growth opportunities
- Provide data entry and analytical support to the team, including the development of internal management reporting capabilities regarding the annual report
- Design and implement data collection instruments, devices and procedures, including extracting information from core City systems:
- Use computer databases, electronic spreadsheets, desktop publishing, word processing, and statistical applications to manipulate, analyze, and present data.

Communications & Outreach (XX20%)

- Lead the management and ongoing optimization of the BCJC's website and social media platforms, ensuring content is current, engaging, and aligned with organizational priorities
- Develop written communications across platforms, including website content, social media, newsletters, press releases, and other outreach materials, ensuring clarity, consistency, and audience alignment
- Design and produce high-quality visual materials, including graphics, layouts, and data visualizations, to effectively communicate program impact and support outreach and reporting efforts
- Leads the development and implementation of outreach and communications strategies that advance equitable, effective, and values-aligned messaging across diverse audiences
 - Partner with staff across programs to assess communication needs, translate complex information into clear and compelling content, and ensure all materials reflect and reinforce organizational branding and values
 - Manage and update the BCJC's website and social media
 - Write copy for the website, social media, newsletters, press releases, and other outreach materials
 - Design and produce graphics, layouts, and data visualizations for the annual report and program specific marketing and outreach materials
 - Strategize outreach approaches and policies to promote equitable, effective, and values-aligned messaging
 - Collaborate with staff across programs to gather requests, translate them into professional communications products, and ensure all communications uphold organizational branding and values
- Create regular and recurring reports which include effective data visualizations or maps of meaningful metrics set by the Data Committee and programmatic teams.
- Manage internal and external communication:
 - Maintain a database of media organizations and contacts within them.
 - Manage the company's or organization's social media communications

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- Write, edit, and distribute various types of content, including material for a website, press releases, annual reports, and other types of content that take the message to the public.

Administrative Operational Support (XX35%)

- Maintain organization of participant trackers on Sharepoint
- Provide administrative support with other Burlington Community Justice Center staff when necessary, such as closing out YSASP tickets, including data entry in the Law Manager database, and processing physical tickets for police departments and the Judicial Bureau.
- Serve as the first point of contact in the CJC office, including greeting visitors, handling incoming and outgoing mail, and general email inbox/inquiries. Act as a consistent presence in the CJC office, including greeting visitors, handling incoming and outgoing mail, general email inbox/inquiries to ensure timely responses and follow-up by appropriate staff, as needed
- Maintain a clean and welcoming 'front end' for the CJC and its guests, including lobby and entry way. Manage purchasing and reimbursements, including purchase order creation in New World ERP, administration of CEDO parking permits, and tracking of technology and office inventory
- Provide operational and technical support to staff, ensuring efficient understanding and use of organizational systems and tools

Fundraising & Development (15%)

- Assist with the implementation and management of the annual fundraising plan and provide organizational support to any fundraising activities
- Lead administrative aspects of individual giving, corporate giving, and grant management including donor research, data management, donor communications, preproposal and grant application development, tracking, and reporting.

Other Job Functions:

- Attends monthly CEDO and CJC staff meetings and trainings when appropriate
- Actively participates in full-staff Race and Justice discussion groups and the Outreach Committee and at least one CJC Committee
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree and at least three years of experience in data visualization/reporting, analysis, statistics, project coordination, communications/content management or another relevant field, or the equivalent in experience.
- Two years of experience in restorative justice, social work or criminal justice required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Education and at least two years of experience in data collection, analysis, statistics, communications or another relevant field. Ideal candidate has experience with work related to restorative or criminal justice.
- Experience presenting or communicating data analysis results to the public with multiple stakeholders, data sources and types of data is preferred.
- Experience using database query and reporting tools

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- ~~Proficiency in extracting data from databases (i.e. writing queries using Microsoft Access)~~
- Demonstrated strong organizational skills.
- Strong communication and customer service skills, including written, phone, and interpersonal.
- High standards of confidentiality, attention to detail, record keeping and follow through required.
- Ability to work in a team environment, while also working independently as necessary.
- Computer literacy necessary. Proficiency in Microsoft Office Suite 365 required.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- The City of Burlington is committed to diversity, equity, and inclusion. We strongly encourage BIPOC, people with disabilities, LGBTQ applicants, and people from other underrepresented groups to apply recognizing and respecting that diverse perspectives and experiences are valuable to our team and essential to our public service.

Physical & Mental/Reasoning Requirements; Work Environment:

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

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

Supervision:

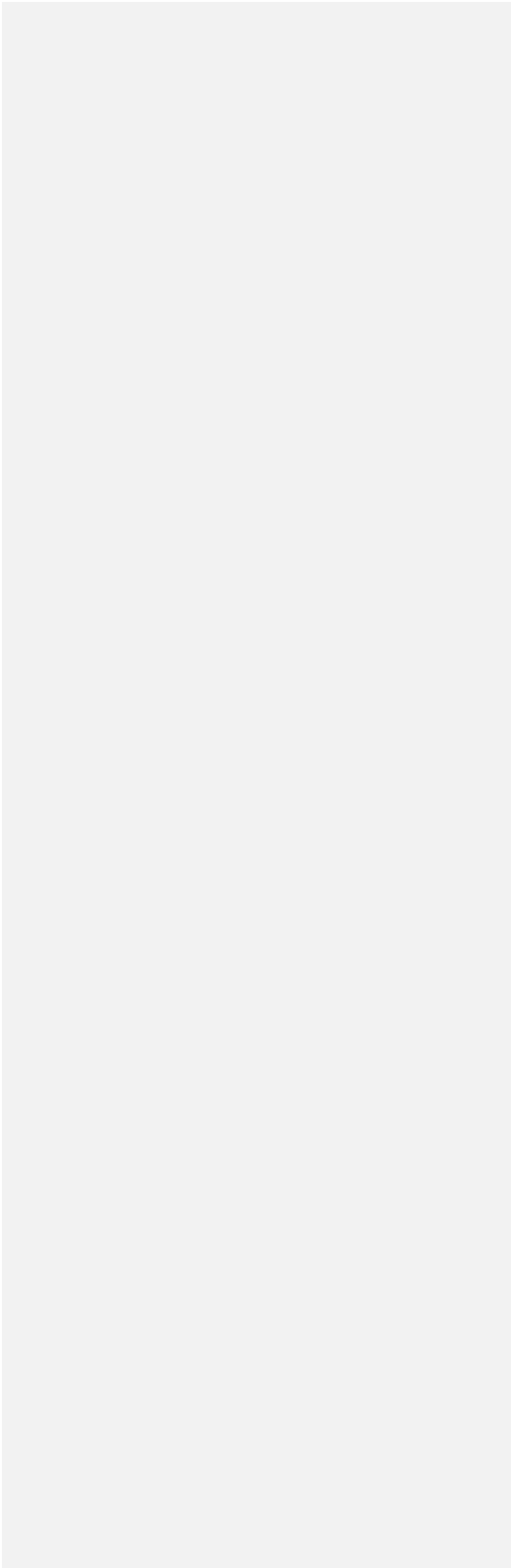
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| Data, Communications and Operations Specialist
~~July 2024~~ April 2026

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____



City of Burlington Job Description

Position Title: Operations, Data and Communications Lead

Reports to: Assistant Director Community Justice Center

Pay Grade: 15

Job Code:

Status: Regular Service, Full Time

Union: AFSCME

- **General Purpose:**

The Operations, Data and Communications Lead serves as a key staff member responsible for coordinating and advancing the organization's operational systems, data infrastructure, and communications strategy. This position provides functional leadership across administrative operations, data systems, and public-facing communications, ensuring alignment, consistency, and continuous improvement across all CJC sites and programs. The position does not directly supervise employees but provides functional and technical leadership across programs. This role exercises independent judgment, leads cross-functional projects, and supports staff capacity building in operational and data systems. The position helps the City live up to its commitments to community connection/engagement, open data, transparency and innovation.

Responsibilities:

Operational Support (40%)

- Provides coordination and standardization of operations across five CJC locations, ensuring consistency in systems, workflows and service delivery.
- Coordinates financial and administrative processes within the New World ERP system, including supporting budget tracking, expense monitoring, and reporting in collaboration with leadership
- Manages purchasing and reimbursement processes, including purchase order creation in New World ERP, tracking of technology and office inventory and ensuring accurate documentation, coding, and compliance with grant and City financial policies
- Provides leadership, training, and technical guidance to staff, strengthening understanding and effective use of organizational systems, tools, and workflows
- Serves as the primary point of contact for operational partners and the public within the CJC office, including greeting visitors, managing incoming and outgoing mail, and responding to general inquiries

Data Management (40%)

- Lead the development, implementation, and continuous improvement of internal data systems and tools, including case management trackers and feedback surveys, ensuring alignment with grant requirements and cross-program priorities

- Leads collaboration with program management to define, capture, and interpret meaningful evaluation metrics, translating data into actionable insights that inform strategy and program improvement
- Oversee the development, design, and production of the CJC's annual report, synthesizing data and narrative to effectively communicate organizational impact
- Serves as lead subject matter expert for data systems, providing training, technical support, and troubleshooting while driving staff adoption and effective use of tools
- Represent the organization in local and statewide data and evaluation initiatives, contributing expertise and shaping cross-sector data practices (e.g., Burlington's Situation Table, Vermont AGO Data and Evaluation Committee)
- Design and manage data collection processes, including surveys and other tools, ensuring effective distribution, high response rates, and clear documentation of findings
- Ensure data integrity across systems by establishing and maintaining standards for data entry, validation, cleaning, and quality assurance (including Law Manager, SharePoint trackers, and case files)
- Leads and coordinates the collection, entry, and reporting of program data, ensuring accuracy, completeness, and compliance with program and grant requirements
- Identify trends and opportunities through data analysis to support program growth, community impact, and strategic decision-making
- Develop and enhance internal reporting systems and dashboards to strengthen management insight and organizational accountability

Communications & Outreach (20%)

- Lead the management and ongoing optimization of the BCJC's website and social media platforms, ensuring content is current, engaging, and aligned with organizational priorities
- Develop written communications across platforms, including website content, social media, newsletters, press releases, and other outreach materials, ensuring clarity, consistency, and audience alignment
- Design and produce high-quality visual materials, including graphics, layouts, and data visualizations, to effectively communicate program impact and support outreach and reporting efforts
- Leads the development and implementation of outreach and communications strategies that advance equitable, effective, and values-aligned messaging across diverse audiences
- Partner with staff across programs to assess communication needs, translate complex information into clear and compelling content, and ensure all materials reflect and reinforce organizational branding and values

Other Job Functions:

- Attends monthly CEDO and CJC staff meetings and trainings when appropriate
- Actively participates in full-staff Race and Justice discussion groups and at least one CJC Committee
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associate degree and at least two years of experience in data visualization/reporting, analysis, statistics, project coordination, communications/content management or another relevant field, or the equivalent in experience.
- Two years of experience in restorative justice, social work or criminal justice preferred.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Experience presenting or communicating data analysis results to the public with multiple stakeholders, data sources and types of data is preferred.
- Experience using database query and reporting tools
- Demonstrated strong organizational skills.
- Strong communication and customer service skills, including written, phone, and interpersonal.
- High standards of confidentiality, attention to detail, record keeping and follow through required.
- Ability to work in a team environment, while also working independently as necessary.
- Computer literacy necessary. Proficiency in Microsoft Office Suite 365 required.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- The City of Burlington is committed to diversity, equity, and inclusion. We strongly encourage BIPOC, people with disabilities, LGBTQ applicants, and people from other underrepresented groups to apply recognizing and respecting that diverse perspectives and experiences are valuable to our team and essential to our public service.

Supervision: n/a

Approvals:

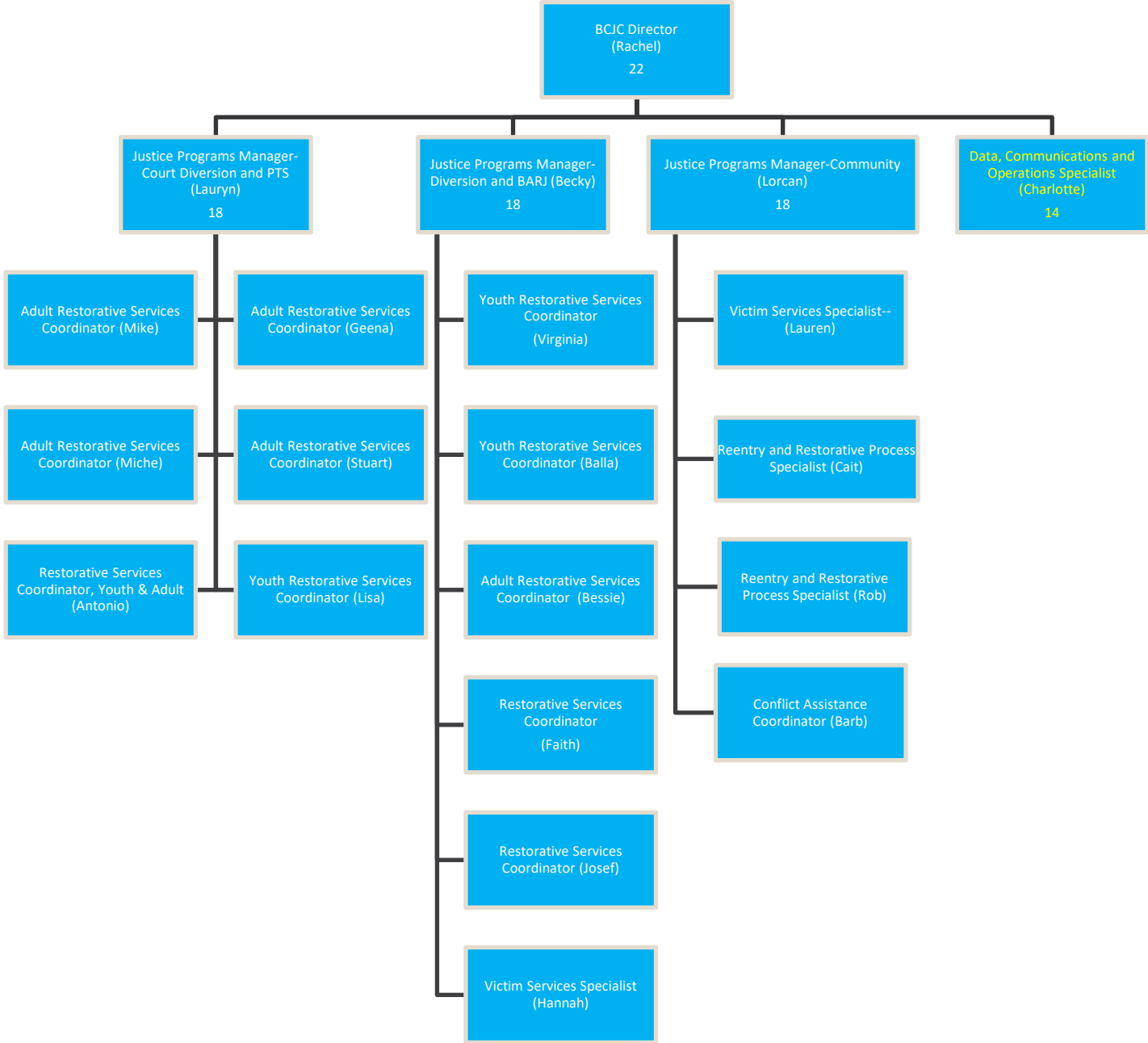
Department Head: _____

Date: _____

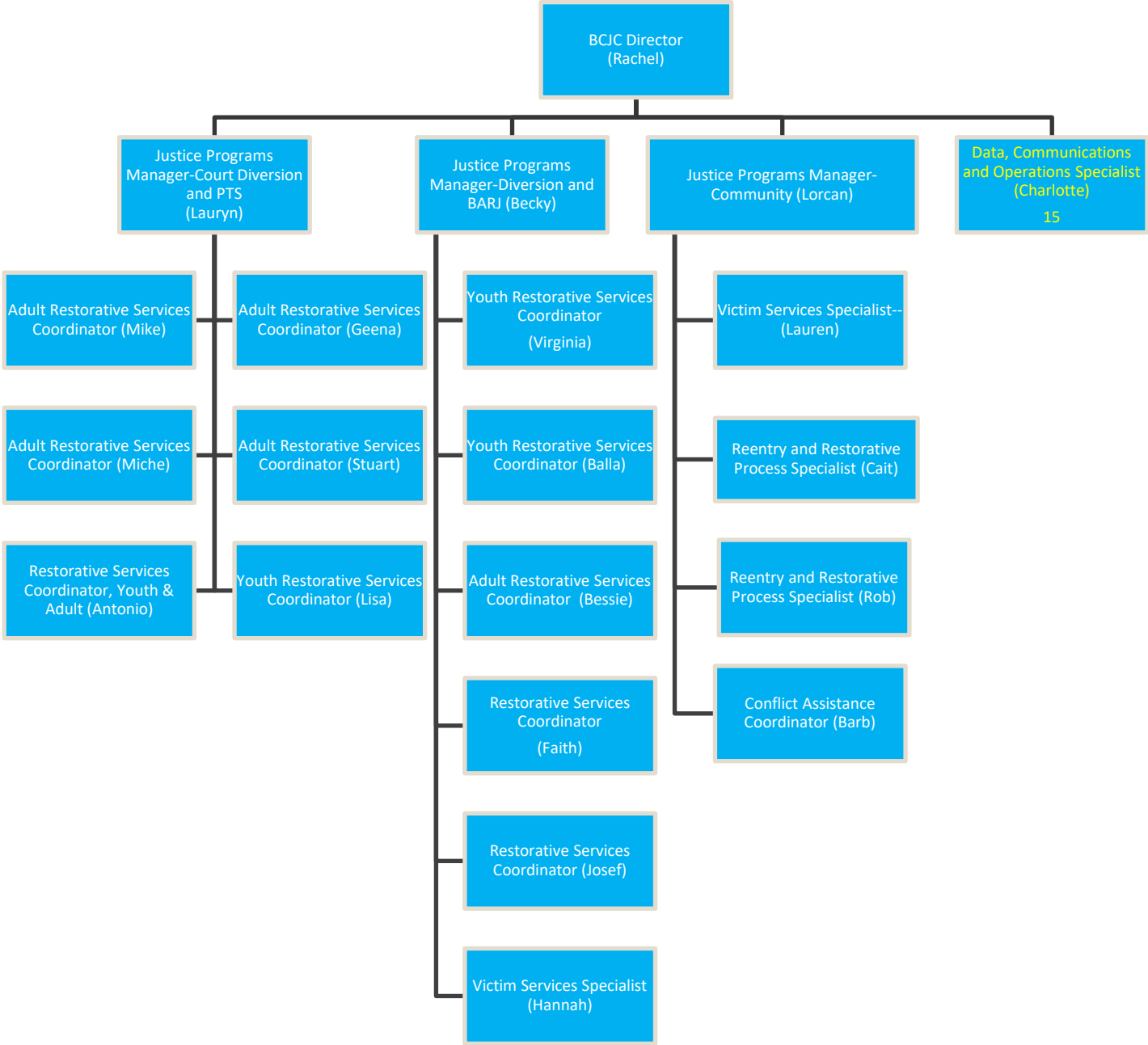
Human Resources: _____

Date: _____

Current (July 2026) Organizational Chart of the
Chittenden County Community Justice Center



Proposed Organizational Chart of the Chittenden County Community Justice Center



Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Rachel Jolly

Title/Subject: Reclass of CJC position

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/3/2026

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	7/29/2026	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	7/29/2026	Lisa Gerlach
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/29/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	7/29/2026	Brad Kukenberger
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/28/2026	Orieta Glozheni
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Job Description, Org Chart, Personnel Questionnaire Form
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Board of Finance and City Council Submission Checklist*Version: April 2025***Department:** Fire Department**Submitter:** Brad Kukenberger**Title/Subject:** Authorization of Sale and Disposal of Surplus Self-Contained Breathing Apparatus (SCBA) Equipment to the Hampton Volunteer Fire Company, Inc.**Approval Requested:** **Meeting Date:**☐ Board of Finance [Meeting Date]☐ City Council [Meeting Date]☒ Both BOF and Council August 3, 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		7/24/2026	Michael Curtin
Mayor's Office		7/28/2026	Lisa Gerlach
Board/Commission			
City Attorney's Office for memo and contracts or legal documents			
City Attorney's Office for memo and motion(s) or resolution(s)		7/28/2026	Hayley McClenehan
CAO for budget, financing, and memo		7/25/2026	Katherine Schad
Human Resources, if personnel action or policy			
CIO, if IT-related			

Initial
Initial
LGInitial
HMInitial
KS

MEMORANDUM

TO:	Board of Finance and City Council
FROM:	Michael Curtin, Fire Chief
DATE:	August 3, 2026
RE:	Authorization of Sale of Surplus SCBA Equipment to the Hampton Volunteer Fire Company, Inc.

Recommendation

The Fire Department respectfully requests that the Board of Finance recommend, and the City Council approve, authorization of the sale of ten (10) surplus Self-Contained Breathing Apparatus (SCBA) units to the Hampton Volunteer Fire Company, Inc., a New York State not-for-profit corporation, in exchange for \$17,500, with the proceeds to be deposited to the General Fund.

Background

The Burlington Fire Department maintains a fleet of SCBA units used by firefighting personnel for respiratory protection in immediately dangerous to life or health (IDLH) atmospheres. The Department originally acquired the SCBA fleet now identified as surplus in 2015 and 2018 from Fire Tech & Safety (S.O. #115536) at a total cost of \$310,500. After approximately a decade of operational service, these units have been replaced through the Department's standard SCBA replacement cycle and are no longer in active service. The current replacement cost for an equivalent new unit is approximately \$9,062.25 per unit.

Following the recent authorization and sale of thirteen (13) surplus SCBA units to the Town of Fair Haven, Vermont, the Department was contacted by the Hampton Volunteer Fire Company, Inc. ("Hampton VFC"), which has expressed interest in purchasing an additional ten (10) surplus units for use in its firefighting operations. Hampton VFC is a New York State not-for-profit corporation organized under the New York State Not-for-Profit Corporation Law, located at 2520 County Route 18, Hampton, NY 12837.

Surplus Determination

Consistent with the City's surplus property policy (Article 10), the Fire Department has confirmed that the ten SCBA units are no longer needed for its operations and has circulated availability to other City departments. No other department has identified a use for the equipment. Accordingly, the units are properly classified as surplus and available for disposition.

Proposed Transaction

Hampton VFC has agreed to purchase the surplus units for use in its firefighting and public safety operations. The proposed transaction is documented in the SCBA Bill of Transfer and Sale (attached, in draft) prepared by the City Attorney's Office, and reflects the following terms:

- **Grantor:** City of Burlington, acting by and through the Burlington Fire Department.
- **Grantee:** Hampton Volunteer Fire Company, Inc., a New York State not-for-profit corporation.
- **Equipment:** Ten (10) complete Scott SCBA units, each comprising one (1) air pack frame, one (1) cylinder, and one (1) regulator. Serial numbers are itemized in Attachment A to the Bill of Transfer.
- **Consideration:** \$1,750 per unit, totaling \$17,500, consistent with the per-unit price established in the Fair Haven transaction.
- **Payment:** By ACH (electronic funds transfer), in accordance with remittance instructions to be provided by the City, on or before the effective date of the Bill of Transfer and Sale.
- **Condition:** AS-IS, WITH ALL FAULTS. Grantee is responsible for all collection and transportation costs and indemnifies the City against claims arising from its use, possession, or transportation of the units following the effective date.

Hampton VFC's Board of Directors, at a duly convened membership meeting held on July 7, 2026, adopted a resolution authorizing the purchase in an amount not to exceed \$17,500 and granting Justin Perry, Vice President, authority to execute the Bill of Transfer and Sale and related documents on the Company's behalf. A copy of Hampton VFC's authorizing resolution is attached.

The per-unit consideration reflects the equipment's age, its AS-IS condition after roughly a decade of hard operational service, and the absence of any manufacturer warranty or remaining useful life guarantee. The sale to an active volunteer fire service also advances the broader public-safety interest of keeping serviceable equipment in active fire-service use in the region.

Capital Asset Records

Upon execution and payment, Finance will remove the ten units from the City's capital asset records using the serial numbers listed in Attachment A to the Bill of Transfer. The disposition will be reflected in the FY2026 capital asset reconciliation and reported through the year-end ACFR process.

Use of Proceeds

Proceeds from the sale will be deposited to the General Fund as miscellaneous revenue. No corresponding budget amendment or appropriation is proposed as part of this authorization; the sale is being brought forward on its own merits as the disposition of surplus property no longer needed by the Department.

Authority

Section 55 of the Burlington City Charter requires City Council approval for the sale of City-owned personal estate. While the value of the SCBA Units has significantly depreciated since they were purchased, their value remains above that of negligible or scrap as contemplated by Article 10 of the

City's Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions, allowing for disposition at the Departmental level. Accordingly, the Bill of Transfer and Sale will be executed only following affirmative City Council approval.

Fiscal Impact

Item	Amount
Sale proceeds (revenue to General Fund)	\$17,500
Net General Fund impact	+\$17,500 (revenue positive)

Requested Action

Finance and the Fire Department respectfully request that the Board of Finance and City Council approve the following motions:

Board of Finance

1. To approve and recommend that the City Council approve and authorize the sale of 10 (ten) Self-Contained Breathing Apparatus (SCBA) units, currently held as capital assets for use by the Burlington Fire Department, and as more particularly described in Attachment A, to the Hampton Volunteer Fire Company, Inc., for a total purchase price of \$17,500, and to further authorize the Chief Engineer to execute a bill of sale memorializing the transaction, and any other documents necessary or convenient to effecting such transaction, subject to the review and approval as to form by the City Attorney's Office.

City Council

1. To approve and authorize the sale of 10 (ten) Self-Contained Breathing Apparatus (SCBA) units, currently held as capital assets for use by the Burlington Fire Department, and as more particularly described in Attachment A, to the Hampton Volunteer Fire Company, Inc., for a total purchase price of \$17,500, and to further authorize the Chief Engineer to execute a bill of sale memorializing the transaction, and any other documents necessary or convenient to effecting such transaction, subject to the review and approval as to form by the City Attorney's Office.

Attachments

- Attachment A: Description and Itemization of SCBA Units (serial numbers)
- SCBA Bill of Transfer and Sale (DRAFT, prepared by the City Attorney's Office)
- Hampton Volunteer Fire Company, Inc. – Resolution No. __/2026 Authorizing Purchase and Authorization to Sign, adopted July 7, 2026

ATTACHMENT A:
Description and Itemization of SCBA Units

Air Pack Frames

SCBA Air Pack Frame	Scott	00278568
SCBA Air Pack Frame	Scott	00255784
SCBA Air Pack Frame	Scott	00255864
SCBA Air Pack Frame	Scott	00255866
SCBA Air Pack Frame	Scott	00256235
SCBA Air Pack Frame	Scott	00255811
SCBA Air Pack Frame	Scott	00276343
SCBA Air Pack Frame	Scott	00255625
SCBA Air Pack Frame	Scott	00255604
SCBA Air Pack Frame	Scott	00255516

Cylinders

SCBA Cylinder	Scott	IL 796244
SCBA Cylinder	Scott	IL 758549
SCBA Cylinder	Scott	IL 758650
SCBA Cylinder	Scott	IL 758656
SCBA Cylinder	Scott	IL 790442
SCBA Cylinder	Scott	IL 759137
SCBA Cylinder	Scott	IL 797005
SCBA Cylinder	Scott	IL 758661
SCBA Cylinder	Scott	IL 758822
SCBA Cylinder	Scott	IL 758778

Regulators

SCBA Regulator	Scott	115S156012760
SCBA Regulator	Scott	115S1605011496
SCBA Regulator	Scott	115S1517009316
SCBA Regulator	Scott	115S157006092
SCBA Regulator	Scott	115S1517010451
SCBA Regulator	Scott	115S1532003588
SCBA Regulator	Scott	115S157006091
SCBA Regulator	Scott	115S157019985
SCBA Regulator	Scott	115R0000008649
SCBA Regulator	Scott	115S2206007558

HAMPTON VOLUNTEER FIRE COMPANY, INC.

Resolution No. 1 / 2026

**AUTHORIZATION TO PURCHASE TEN (10) SCBA AIR PACKS AND
AUTHORIZATION TO SIGN**

WHEREAS, the Hampton Volunteer Fire Company, Inc. ("Company"), **located at 2520 County Route 18, Hampton, NY 12837**, is a **New York State Not-for-Profit Corporation** organized under the New York State Not-for-Profit Corporation Law (N-PCL), and is responsible for maintaining adequate self-contained breathing apparatus ("SCBA") equipment to ensure firefighter safety, compliance with applicable standards, and operational readiness; and

WHEREAS, the Company has identified the need to purchase **ten (10) SCBA air packs**, specifically **2016 4.5 Scott Air Packs**, to replace aging units and maintain required inventory levels; and

WHEREAS, the Company has identified the **Burlington Fire Department, located at 136 South Winooski Ave., Burlington, VT 05401**, as the source of the equipment and has verified that the units meet operational requirements and Company standards; and

WHEREAS, at a duly convened meeting of the Membership held on **July 7, 2026**, the Membership voted to authorize the purchase and granted **Justin Perry, Vice President**, permission and authority to sign all documents necessary to complete the purchase on behalf of the Company; and

WHEREAS, the total cost of the proposed purchase is **Seventeen Thousand Five Hundred Dollars (\$17,500)**; and

WHEREAS, sufficient funds are available within the **Truck Fund** to support this expenditure without impairing the Company's financial stability or readiness;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the purchase of **ten (10) 2016 4.5 Scott SCBA Air Packs** from the **Burlington Fire Department, located at 136 South Winooski Ave., Burlington, VT 05401**, in an amount not to exceed **\$17,500**; and

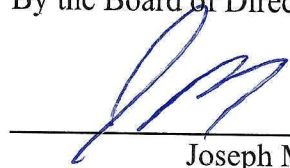
BE IT FURTHER RESOLVED, that the Treasurer is authorized and directed to issue payment for this purchase from the **Truck Fund**, and to record the expenditure in accordance with Company financial policies and audit requirements; and

BE IT FURTHER RESOLVED, that **Justin Perry, Vice President**, is hereby authorized to sign purchase agreements, vendor documents, and any related materials required to finalize the acquisition; and

BE IT FURTHER RESOLVED, that the Chief or their designee is authorized to coordinate delivery, inspection, and integration of the equipment into Company operations.

Adopted this 7th day of July, 2026

By the Board of Directors, Hampton Volunteer Fire Company, Inc.



Joseph Mead, President



Matthew J. Pratt, Secretary

City of Burlington, Vermont
Self-Contained Breathing Apparatus
Bill of Transfer and Sale

This Self-Contained Breathing Apparatus (SCBA) Bill of Transfer and Sale (this "Agreement") is entered on this 4th day of August 2026 (the "Effective Date"), between the City of Burlington, acting by and through the Burlington Fire Department, ("Grantor"), with a principal address located at 149 Church Street, Burlington, VT 05489 and the Hampton New York Volunteer Fire Company, Inc. ("Grantee"), with a principal address located at 2520 County Route 18, Hampton, NY 12837 with respect to the following facts:

- A. Grantor is the owner of ten (10) certain SCOTT SCBA units, each unit being comprised of one (1) air pack frame, one (1) cylinder, and one (1) regulator, such units being more particularly described as itemized in Attachment A to this Agreement (SCBA units), which such Attachment is incorporated by reference as though fully set forth herein.
- B. Grantor desires to convey and sell the SCBA units to Grantee for Grantee's use in firefighting and public safety endeavors, and all other uses as Grantee determines fit and appropriate, in exchange for the sum of one-thousand seven-hundred fifty dollars (\$1750) per unit, for a total sum for all ten (10) certain SCBA units conveyed being **seventeen-thousand five hundred US dollars (\$17,500)** (the "Consideration").
- C. Grantee desires to accept the ten (10) certain SCBA units AS-IS, WITH ALL FAULTS in exchange for such Consideration.

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

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Grantor hereby conveys the ten (10) certain SCBA Units to Grantee, and Grantee accepts and receives the ten (10) certain SCBA Units AS-IS, WITH ALL FAULTS. Grantor agrees to accept the Consideration as full payment for such SCBA units. Upon receipt of the Consideration in exchange therefor, Grantor shall have no remaining claim of right of any kind or nature whatsoever in the ten (10) certain SCBA Units.

3. Grantee shall pay the Consideration to Grantor in the following manner: ACH payment on or before the Effective Date.
4. Grantee shall arrange at its own expense, at the convenience of Grantor, to collect and transport the SCBA Units.
5. Grantee hereby agrees to hold harmless, indemnify, and defend Grantor from and against any and all claims, damages, causes of action, liability, liens, penalties, fines, and costs (including attorneys' fees and costs) (collectively, "Claims"), arising from or pertaining to Grantee's use, possession, collection, and transportation of the SCBA units beginning from the Effective Date of this Agreement, except for Claims arising from Grantor's own gross negligence or willful misconduct.
6. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles. This Agreement shall not be construed against its drafter but instead shall be construed in such manner as best effects the stated objects and purposes hereof. There are no third-party intended beneficiaries of this Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements between them, whether written, oral, or implied.
7. This Agreement may not be amended except in a writing signed by both parties. No waiver of any provision of this Agreement shall be valid except in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original. An electronic version or other facsimile of this Agreement shall also be treated as an original.
9. 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.

-signature page follows-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Dated at Burlington, Vermont this ___ day of ____ 2026.

GRANTOR

By: _____
Michael Curtin, Chief Engineer
Burlington Fire Department

Dated at Hampton, New York this ___ day of ____ 2026.

GRANTEE

By: _____

Duly Authorized

Hampton, New York Volunteer Fire Department, Inc.

ATTACHMENT A:
Description and Itemization of SCBA Units

Pack Frame	Bottle	Regulator
00278568 IL	796244	115S156012760
00255784 IL	758549	115S1605011496
00255864 IL	758650	115S1517009316
00255866 IL	758656	115S157006092
00256235 IL	790442	115S1517010451
00255811 IL	759137	115S1532003588
00276343 IL	797005	115S157006091
00255625 IL	758661	115S157019985
00255604 IL	758822	115R0000008649
00255516 IL	758778	115S2206007558



City of Burlington
Department of Public Works
Division of Parking and Traffic
645 Pine Street, Suite A
Burlington, VT 05402
802.863.9094 P
802.863.0466 F
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Jackie Esperti
DIVISION DIRECTOR

Date: 8/3/2026

From: Jackie Esperti, Division Director for Parking and Traffic

C.C. Chapin Spencer, Director of Public Works

Subject: Downtown Garage Capital Repair Contract Approval

DPW is requesting Board of Finance recommend approval and City Council approval of the attached contract. The contract is between the City of Burlington and Structural Preservation Systems, who had the low bid on the project, and has a total of \$339,262, plus a contingency of \$50,000 for a total authorization project expenditure amount of \$389,262.

Background:

The College Street Parking Garage was built in 1985 and transferred to the city in 1996. While regular maintenance is performed, larger upkeep is needed to keep the garage safe for all and extend its useable life. The repairs in the College Street Parking Garage will include horizontal concrete patch repair, a double-tee flange connector patch repair, gravity fed crack repair, waterproofing membrane and joint sealant.

The proposal also includes work to the Westlake Parking Garage, which is located to the Northwest of the College Street Garage. This garage is co-owned by Burlington Community Development Corporation (BCDC) and the first floor is scheduled for a pre-arranged sale in March 2027 to Westlake Parking, LLC. The repairs in the Westlake Parking Garage will include horizontal concrete patch repair, pressure grouting concrete patch repair, gravity fed and epoxy injection crack repair, and joint sealant. These Capital repairs will keep the garage in good repair.

We contracted with Hoyle Tanner and Associates, an Engineering consultant in Burlington, to scope the work. Along with the City Attorney's office and Hoyle Tanner, we put together a Request for Price

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

Quotations and put it out to bid on June 22, 2026. On July 16th, 2026, the bids were publicly opened and the lowest bidder was awarded the project.

Financial Consideration:

DPW recommends awarding the contract to Structural Preservation Systems with a bid of \$339,262.

There will be multiple sources of income for the project:

- \$69,814.64 will be paid from a Department of Finance and Administration-managed Westlake Garage repair fund for the Westlake portion of the project. The City and the Westlake Condo Association have been paying into this Westlake Garage repair fund over the last 19 years.
- The remainder of the Westlake Garage portion (\$115,469.81), will be split equally between the Westlake Area Condo Association and DPW Parking Facilities Fund GL 265-19-205-455.6300 - Repair & Maintenance. The city's portion of this is \$57,734.91
- The College Street Garage portion of the payment will be entirely paid by the Parking Facilities Fund and is budgeted in the FY27 Capital Repairs GL 265-19-205-455.9500 - Capital Outlay. This payment is expected to be \$153,978.30.
- The total base payment by the Parking Facilities fund is \$211,713.21. Should any of the \$50,000 contingency be needed, the portion that the City is responsible for will come from Parking Facilities Fund FY27 Capital Repairs GL 265-19-205-455.9500 - Capital Outlay.

Operational Considerations:

DPW has been in contact with the 3 adjacent hotels who have contracts within the garage. The work will be concentrated in small areas, so there will not be significant disruption to the operation of the garage.

Motions:

Board of Finance:

To approve and recommend that the City Council authorize the Director of the Department of Public Works to sign a contract with Structural Preservation Systems and any other related documents necessary or convenient to effect the transaction, in the amount of \$339,262, plus a contingency of \$50,000 for a total authorization project expenditure amount not to exceed \$389,262 to complete work in the Westlake Garage and the College Street Garage, subject to the final review and approval as to form by the City Attorney's Office.

City Council:

To authorize the Director of the Department of Public Works to sign a contract with Structural Preservation Systems and any other related documents necessary or convenient to effect the transaction, in the amount of \$339,262 plus a contingency of \$50,000 for a total authorization project expenditure amount not to exceed \$389,262 to complete work in the Westlake Garage and the College Street Garage, subject to the final review and approval as to form by the City Attorney's Office..

Board of Finance and City Council Submission Checklist

Department: DPW Parking and Traffic Submitter: Jackie Esperti

Title/Subject: Parking Garage Capital Repair Contract Approval

	Approval:	Meeting Date:
☒	Board of Finance	8/3/2026
☒	City Council	8/3/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/24/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	7/28/2026	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, -Identify attorney in note	Yes	6/19/2026	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/28/2026	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/28/2026	Bradley Kukenberger
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



Champlain Valley Office of Economic Opportunity

255 South Champlain Street, Burlington, VT 05401 | 802-862-2771 | www.cvoeo.org

July 28, 2026

Burlington City Council

City of Burlington

149 Church Street

Burlington, VT 05401

Re: CVOEO Response to the Proposed Burlington Forward Resolution

Dear Members of the Burlington City Council,

CVOEO is writing in response to the proposed Burlington Forward resolution. On behalf of CVOEO, I appreciate the opportunity to offer our perspective as a Community Action organization that is deeply committed to safe public spaces, regional responsibility, public health, housing stability, and the dignity of every person in our community.

CVOEO supports the resolution's desire for safe and welcoming public spaces, shared regional responsibility, and stronger pathways to housing, treatment, recovery, and long-term stability. Those goals are consistent with CVOEO's mission and with Community Action values when they are grounded in dignity, equity, lived experience, and practical implementation. At the same time, the City should be careful not to overpromise what enforcement, relocation, or new standards can accomplish without the housing, shelter, behavioral health care, recovery support, and income support required to make those standards meaningful. We cannot simply move people out of sight. We need to build a system where people have somewhere safer and more stable to go.

CVOEO stepped into this public health and homelessness crisis only five years ago in a way we had not previously imagined. We were reticent to move so deeply into emergency shelter operations, and we did so with considerable organizational, financial, and reputational risk because the need was urgent and because people's lives were at stake. Today, CVOEO is the largest shelter provider in Vermont, operating shelters and related services across a continuum that includes low-barrier emergency shelter, family shelter, recovery shelter, coordinated entry, outreach, housing navigation, and resource access.

Even so, emergency shelter is only one part of CVOEO's work. Our organization also focuses on long-term solutions to poverty, housing instability, and inequity. That includes housing education and advocacy, fair housing work, tenant and mobile home resident support, weatherization, Head Start, food access, crisis fuel and utility assistance, financial education, microbusiness development, tax assistance, community action services, and advocacy for systems change. We are not only responding to emergencies; we are working to prevent them and to build the conditions that allow people and families to thrive.

A practical approach would pair any enforcement or public space strategy with clear commitments to expand shelter capacity and housing; fund outreach, case management, and behavioral health supports; protect access to harm reduction; coordinate with State agencies and neighboring communities; and support nonprofit partners rather than scapegoating them. We should then measure success by actual improvements in housing stability, public safety, public health, public trust, and the lives of the people we serve.

One concern we have is that the tone of the resolution risks treating service providers such as CVOEO as a cause of disorder rather than as partners in solutions. I would say the same for people using services, who are not meaningfully named as part of the solution. People experiencing homelessness, substance use disorder, mental health challenges, or poverty should not be discussed only as problems to be managed. They must be included as neighbors, community members, and people with insight into what effective solutions require.

It is also important to be clear about the City's financial relationship to this work. CVOEO receives very little funding from the City of Burlington—almost none in relation to the scope of services we provide. We have had few to no complaints from neighbors at Champlain Place, one of the State's largest shelters, or from neighbors at the Foundations Family Shelter and Bridges Recovery Shelter on Pearl Street. It is true that we have received complaints from neighbors near the Community Resource Center, primarily related to after-hours activity. In response, CVOEO hired security personnel to increase daytime safety and site management using funds raised through donations, not City funding.

The resolution also calls on nonprofits to measure outcomes. CVOEO is already subject to extensive monitoring and reporting requirements. We submit quarterly reports and outcome data across our initiatives, not only our emergency service programs. Our work is monitored at the State and federal levels, and our programs are regularly evaluated for compliance, performance, and impact. We would be pleased to sharing our excellent financial and programmatic monitoring reports with you.

The broader systemic issue of homelessness is national, statewide, regional, and local. CVOEO and other nonprofits cannot resolve it alone when there is not enough housing, not enough

behavioral health and recovery capacity, and not enough sustained support for services. Our staff have worked incredibly hard, with compassion and professionalism, to help people become housed and remain housed. They do this work every day under intense pressure, often with resources that fall far short of the need.

For that reason, I would urge the Council to revise the resolution so that it more clearly recognizes nonprofit partners, people with lived experience, and service users as essential contributors to the solution. The resolution should also make explicit that enforcement and public space management must be matched by concrete investments in housing, shelter, outreach, case management, harm reduction, treatment, recovery, and income support. Without those investments, the City risks creating expectations that cannot be met and shifting responsibility onto organizations and individuals who are already carrying more than their share.

CVOEO stands ready to work with the City, State, regional partners, neighborhood leaders, businesses, service users, and other nonprofits to build a more effective and humane response. We share the goal of safe public spaces. We also believe that public safety, public health, housing stability, and human dignity are inseparable.

Thank you for considering CVOEO's perspective. We welcome the opportunity to continue working with the City Council and community partners toward solutions that are practical, humane, and rooted in shared responsibility.

Sincerely,

Paul Dragon

Paul Dragon
Executive Director
Champlain Valley Office of Economic Opportunity (CVOEO)



MEMO

Date: July 13, & August 3, 2026
To: Board of Finance & City Council
From: Scott Gustin, Division Manager, DPI
Phil Lewis, BPRW Director
Dan Cahill, City Land Steward
RE: Auer Family Boathouse Property and Acquisition: Conservation Legacy Funding Request

OBJECTIVE OF MEMO

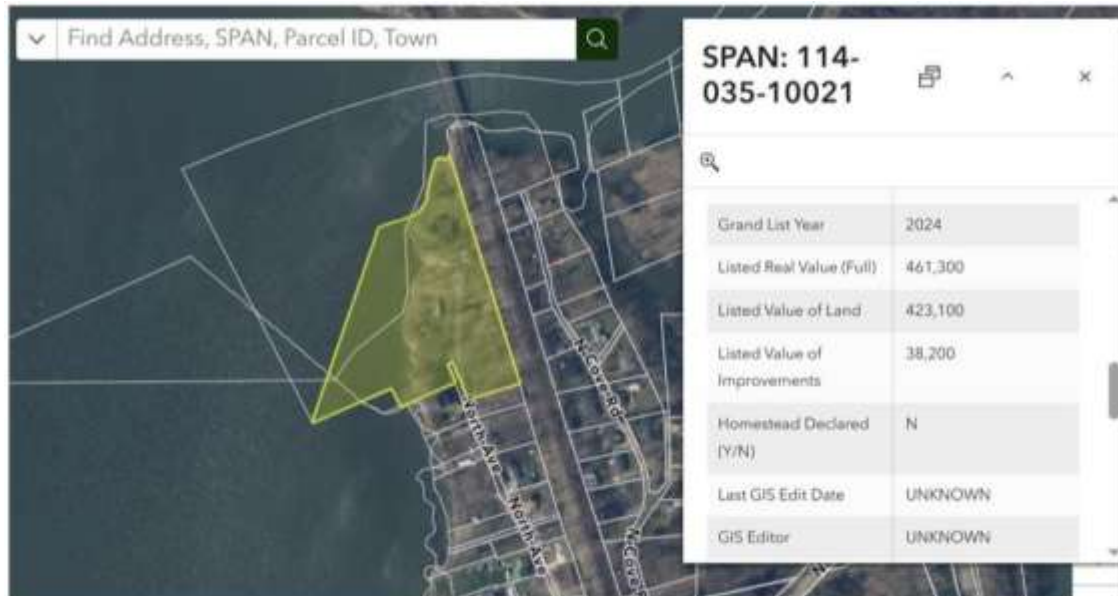
- Provide overview of Auer Family Boathouse Parcel
- Provide context to Winooski Valley Park District's (WVPD) Conservation Legacy Fund Request - \$300,000
- Communicate the City's interest in the parcel, and adjoined request of \$40,000.

CONSERVATION LEGACY FUND BALANCE

- The current balance of the Conservation Legacy Fund is \$1.5million.

BACKGROUND

Subject Property: Auer Family Boathouse Parcel, 3181 North Ave.
Property Owner: Estate of Herbert Sr, Kenneth A. (Fay, Karen Power of Attorney)
Property ID: 020-3-012-000
SPAN: 114-035-10021
Acreage: 2.7a
Assessed value: \$461,300
Most recent appraised value: \$850,000 (Effective February 13, 2026 by O'Brien & Kaffenberger, Inc.)



The Auer Parcel, affectionately known as “Charlie’s” was placed on the market by the owners on October 2, 2025, for \$2.5 million. The WVPD Board of Trustees has been in negotiations over the past several months with the owner of 3177/3181 North Ave. (“Auer Family Boathouse”) to acquire the parcel, and a purchase offer has been made and accepted at a price of \$960,000. The signing of a purchase and sales agreement occurred on May 13, 2026. The signing triggers a 90-day due diligence period which allows WVPD to conduct a Phase I Environmental Site Assessment, complete title search and legal work, complete a financing package, and draft a park development plan. After the due diligence period, if no disqualifying issues are found, closing would occur within 60 days afterwards.

WVPD intends to request Conservation Legacy Fund dollars to help fund the property acquisition and accompanying project costs.





PROJECT OVERVIEW

Background: The Auer Family Boathouse property (AKA “Charlie’s Boathouse”) sits at the southern mouth of the Winooski River on the shores of Lake Champlain just below the Burlington Bikepath and at the very end of North Avenue. The site has been vacant for over two years but previously, was in continuous use for over 100 years as a family-owned, seasonal boating and camping site that welcomed the public. Flooding and heavy siltation have seriously impacted the site's ability to support boating, and the private access road is not designed or intended to support public vehicle traffic. The site currently has two buildings along with several other structures and an accumulation of other items from its various uses over the years. The majority of the site, along with one of the buildings (the boathouse), is in the floodplain and Special Flood Hazard Area (Zone AE).

WVPD’s proposed use of the site is as a conserved public park that welcomes the public for passive recreation, fishing, and lake access with primary access from the Burlington Bikepath and by foot from nearby parking spots along North Avenue. A Management Plan will be crafted that will establish the parameters for access and use of the site and buildings in consultation with the public. Located at the southern tip of the Winooski river mouth, this site is highly unique from a recreational, ecological, and historical perspective. Adjacent to Lake Champlain to the west and the Burlington Bikepath to the east, it would create a contiguous park landscape from the lake across the path to Mayes Landing, Derway Cove, and Derway Island (WVPD owned and managed parks). The site has numerous riparian landscape features including floodplain, wetlands, high-priority habitats, and floodplain forest characteristics. The Boathouse and site have over 100 years of history as a public-facing private boating and camping facility and was a fixture of the North End community for generations.

Project Goals: The primary goal of acquisition is to ensure protection and public control of a parcel of land at the mouth of the Winooski River. The site will be conserved through a conservation easement held jointly by the Lake Champlain Land Trust (LCLT) and Vermont Housing and Conservation Board (VHCB) and actively managed for ecological health and public access by the WVPD. Two structures on the site (including the beloved Charlie’s Boathouse, a steel Butler Building and several sheds) have been seriously impacted by flooding and disuse will be documented for historical value/characteristics, evaluated for structural integrity, and discussed in the public domain to establish a plan for their future use.

WVPD acquisition would:

- Protect significant natural communities
- Increase riparian and shoreline plantings and vegetation
- Manage nonnative invasive plants on the parcel
- Improve the river corridor from Lake Champlain up the Winooski River
- Provide clean water benefits
- Provide the potential for education and research opportunities.

The site’s location fulfills numerous recreation goals:

- Excellent location for fishing
- Direct Burlington Greenway Bikepath access
- Scenic views of Lake Champlain



- Birdwatching and wildlife observation/photography/art
- Easy access to other nearby parks (Mayes Landing, Delta Park, Derway Island and Cove)
- Excellent family picnic area
- Potential access from the water for small boats.

Need and Urgency: Urgency is very high for this project. The effort to secure this site for permanent public access spans decades, and for the first time in over 100 years, the site is listed for sale on the open market. This moment represents what could be the only opportunity to acquire this parcel for conservation.

Significant Features: Site is located at the southern confluence of the Winooski River and Lake Champlain, with wetland and floodplain features. It has overlapping species and landscape scale habitat values and is adjacent (and/or across the river from) already conserved properties creating habitat and hydraulic connections.

Rare Species: Rare Mussels have been observed nearby, as well as several rare bulrushes at the mouth of the Winooski River when lake levels are low. Spiny soft-shell turtles have been observed in the area and were historically found at the mouth of the Winooski.

Partnerships: Lake Champlain Land Trust, Burlington Conservation Board, City of Burlington Staff, and several neighbors are part of this effort, as well as consultants that have (or will) provide discounted and pro bono services.

Local/State Priorities: This acquisition would contribute directly to goals laid out in the Vermont Conservation Plan, and the effort to achieve 30% of Vermont's lands conserved by 2030 ("30x30"). Proactive acquisition of high value conservation lands is cited in Burlington's Open Space Plan (2025), and the regional ECOS (Environment, Community, Opportunity and Sustainability, 2018) plan.

Water Quality: While there is no specific metric yet that can describe the positive impacts this acquisition will have on water quality, intuitively it is clear that when conserved, this site's unique location, physical characteristics, and when managed for conservation and ecological restoration, its' shoreline location, floodplain and wetland values will provide water quality benefits well into the future.

Climate Change: This is a highly impacted site, with recent major flooding - a symptom of climate change - adding to siltation issues at the river mouth and carving away over 1/4 acre of shoreline at Mayes Landing and Derway Cove parks (next to the site). As a result of the 2011 Lake Flood, the FEMA floodplain boundaries at 3181 North Ave. were changed, placing the Boathouse structure within the floodplain. Having permanent access to this site will have untold benefits in the future as the river mouth evolves and issues mitigated.

The removal of items, hardscape, and debris from the site and out of the floodplain will mitigate hazards to the lake and surrounding community during future flood events.

Impacts on Local Economy: This acquisition would convert a dormant, shuttered family property into a permanent public recreation asset. As a result, adjacent properties will realize a boost in their value, the public will have access to the site for fishing, recreation, and lakeside boat access. Long-term, this will benefit the local economy and quality of life.

About Winooski Valley Park District: The Winooski Valley Park District (WVPD) is a 501(c)3 non-profit and Vermont Municipality whose mission is to collaborate with member municipalities to conserve and



protect the lands and waters within the Lower Winooski River Valley for stewardship of natural areas and the establishment of parks that connect people to the outdoors. The WVPD is supported by the eight member municipalities of Burlington, Colchester, Essex, Essex Junction, Jericho, South Burlington, Williston, and Winooski.

Created in 1972, today the WVPD manages a network of 18 parks and natural areas in the lower Winooski River Valley with over 1,750+ acres of permanently conserved land, 24+ miles of trails, and 13+ miles of protected shorelines along lakes, ponds, and rivers. Over 780 acres (51%) of WVPD managed lands are within an active floodplain including 550+ acres of wetlands and 200+ acres of floodplain forests. WVPDs network of parks play a key role in flood mitigation, water quality management, and habitat connectivity, while providing opportunities for outdoor recreation, connection to nature, and environmental stewardship. WVPD parks are open to the public year-round with no entry fees and are permanently conserved for the enjoyment of future generations. Learn more about the WVPD and its regional park system at www.wvpd.org.

ALIGNMENT WITH THE OPEN SPACE PROTECTION PLAN

Conservation of the Auer Parcel aligns with the following land inventory attributes found in the 2000 Open Space Protection Plan:

- Shoreline, Wetland, Buffers: opportunities for ecological restoration to enhance soil stability and flood resiliency;
- Important Wildlife Habitat/Wildlife Movement: the river mouth is an important area for aquatic and avian wildlife species as well as many large and small mammal species.
- Floodwater Treatment: opportunities for ecological restoration to enhance soil stability and flood resiliency;
- Public Park/Trails/Passive Recreation Value: proximity to Burlington Bikepath creates opportunity for significant pause place.
- Archaeology Sites/Research-Educational Site/Historic/Cultural Site: human history of land uses including as "Charlie's Boathouse"
- Significant Topography/Significant Geological/Soil Features: geo-morphology of river mouth is dynamic and conservation improves community resilience as natural process unfolds

BPRW'S INTEREST IN THE PARCEL

BPRW fully supports WVPD in the acquisition and management of the Auer Family Boathouse site. BPRW is requesting up to \$40,000 from the Conservation Legacy Fund to support the acquisition process and administrative costs related to adaptations and considerations related to improving access to the parcel from the Bikepath.

Conservation Legacy Fund Total Request: \$300,000 (WVPD) \$40,000 (BPRW)

Per resolution, the Legacy Fund can be utilized for 20-40% of the project costs related to an acquisition. This includes purchase price and any identified costs related to bringing the property up to standard.

WVPD and BPRW's joint request of \$340,000 makes up approximately 29% of the total estimated project costs.

Communications about potential disbursement thus far:

The Conservation Board and Parks and Recreation Commission were briefed on the potential of the acquisition during executive session, at their respective May meetings.

At the June 9 Parks Commission meeting, the funding request above was unanimously supported.

At the July 6 Conservation Board, all members present voted in support. Lacking a quorum, there will be a follow up meeting the week of July 13 for a full vote.

Board of Finance Motion (July 13, 2026)

To approve and recommend that the City Council approve the use of \$340,000 from the Conservation Legacy Fund for acquisition of the Auer Family Boathouse parcel at 3181 North Avenue.

City Council Motion (August 3, 2026)

To approve the use of \$340,000 from the Conservation Legacy Fund for acquisition of the Auer Family Boathouse parcel at 3181 North Avenue.

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: Conservation Legacy Fund: request monies for Auer property acquisition

	Approval:	Meeting Date:
☒	Board of Finance	7/13/2026
☒	City Council	8/3/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2026	Bill Ward
Mayor's Office informed and approved memo	Yes	7/8/2026	Lisa Gerlach
Board/Commission, if required	Yes	6/9/2026	Parks Commission. 7/6/2026 for Conservation
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/8/2026	Atty. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	7/8/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Resolution Relating to

APPOINTMENT OF ACTING WARD CLERKS FOR
WARDS THREE AND FOUR AND ACTING INSPECTORS
OF ELECTION FOR WARDS THREE, FOUR, AND EIGHT
FOR THE AUGUST 11th, 2026 STATE PRIMARY
ELECTION

RESOLUTION_____

Sponsor(s): Councilor Traverse
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, the State Primary Election will occur on August 11th, 2026; and
- 2 WHEREAS, the City Council must appoint an Acting Ward Clerk and Acting Inspectors of Election
- 3 when there are vacancies in these offices, pursuant to City Charter §13; and
- 4 WHEREAS, the Ward Three Ward Clerk position is vacant and there are vacant Inspector of Election
- 5 positions in wards Three and Eight; and
- 6 WHEREAS, an elected Ward Clerk and Inspector of Election is unavailable to work on this date in
- 7 ward Four; and
- 8 WHEREAS, to fill the vacancies, it has been recommended that the following Burlington residents be
- 9 appointed to serve in these offices; and
- 10 NOW, THEREFORE, BE IT FURTHER RESOLVED that the Burlington City Council hereby
- 11 approves the following appointments for the State Primary Election that will occur on August 11th, 2026:
- 12
- 13 ACTING WARD CLERKS:
- 14 Ward Three: Donna Bister (I), 58 Peru Street
- 15 Ward Four: Keren Turner (P), 55 Leonard Street
- 16
- 17 ACTING INSPECTORS OF ELECTION:
- 18 Ward Three: Charlie Giannoni (I), 63 Rose Street
- 19 Ward Four: Janet Gordon Callison (D), 139 Killarney Drive
- 20 Ward Four: Kerry Holway (D), 65 Loaldo Drive
- 21 Ward Eight: Martin Wolf (I), 21 Thibault Parkway
- 22 Ward Eight: Ginny McGrath (I), 21 Thibault Parkway



Record No: ELI-71

Entertainment License –
Indoor

Status: Active

Submitted On: 7/23/2026

Primary Location

70-74 South Winooski
Avenue
Burlington, VT 05401

Owner

FIRST UNITED METHODIST
CHURCH / KERN HOUSE
PARTNERS LLC, (LESSEE)
ATTN STACY KATON 86 LAKE
STREET BURLINGTON, VT
05401

Applicant

 Ian Steinberg
 info@biglakerecording.co




Establishment Information

Establishment Name (DBA) * 

Big Lake Recording Company LLC

Establishment Street Address*

70 South Winooski Avenue STE. 2B

Establishment City, State Zip*

Burlington, Vermont, 05401

Establishment Phone* 

4133207237

Establishment Owner (Legal Name) * 

Ian Steinberg

Legal Owner Mailing Street Address*

—

Legal Owner Mailing City, State Zip*

Winooski, Vermont, 05404

Contact Person Name* 

Ian Steinberg

Contact Email Address*

info@biglakerecording.co

Contact Phone* 

4133207237

Application Information

Occupant Load*

25

Number of Restrooms*

2

Number of Egresses*

2

Date of Last Fire Safety Inspection*

07/23/2026

Dancing by Patrons*

No

Amplified Music*

No

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☒

Live Vocal Music

☒

Jukebox / Boom Box / Ipad

☐

Disc Jockey

☐

Karaoke

☐

Floor/Stage Show Entertainment

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☐

Monday

☐

Tuesday

☐

Wednesday

☐

Thursday

☐

Friday

☒

Saturday

☒

Indoor Entertainment Hours

Friday Start Time*

7:00 PM

Friday End Time*

9:30 PM

Saturday Start Time*

7:00 PM

Saturday End Time*

9:30 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

No

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

☒ Ian Steinberg
Jul 23, 2026

Certification

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

☒ Ian Steinberg
Jul 23, 2026

Attachments

Record Activity

Ian Steinberg started a draft Record

07/22/2026 at 2:11 pm

Ian Steinberg submitted Record ELI-71

07/23/2026 at 11:10 am

OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-71

07/23/2026 at 11:10 am

OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-71

07/23/2026 at 11:10 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 City Clerk's Office Review	7/23/2026, 11:10:45 AM	-	Lori Olberg	-	Active
 Entertainment Fee Payment	-	-	Ian Steinberg	-	Inactive
 Fire Marshal Review	-	-	-	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Indoor Entertainment License Issuance	-	-	-	-	Inactive



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 Queen City Printers Inc
2. D/B/A (Business Name) SCM 3. Bus. Phone 922-5692
4. Business Address 701 Pine St
5. Mailing Address ---
6. Contact person Dan 7. Contact Phone ---
8. Email contact address dschillhammer @ qcpinc.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No Applied
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No First time
3. Proposed Date(s) for this Special Event 9-11-26
4. Proposed Hours for this Special Event 3-10 PM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
QCP 699 & 701 Pine

For this Proposed location please answer the following questions:

- a) Occupancy Load N/A b) # of Restrooms 2 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

pdch # 5287 Jo 7/10/26

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

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

Description We are having live music
and food/beverage under
music will be done by 10
pm

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: 8-10-26

SIGNATURE OF APPLICANT [Signature]

PRINT NAME: Dan Schillhann

RELATIONSHIP TO BUSINESS owner

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.

STATE

DAN ~~EXT~~ NO G

port
appt

701
Pine

Food/
beer

64
Pine

roped off

w/ access
for
emergency
vehicle

MAP
//// = QCP parking lots

Dan Schillhammer

From: Lori Olberg <lolberg@burlingtonvt.gov>
Sent: Wednesday, July 8, 2026 1:45 PM
To: Dan Schillhammer
Subject: 9/11 Art Hop Event
Attachments: 2026 BURLINGTON SPECIAL EVENT PERMIT APPLICATION.doc

Importance: High

Hi Dan,

Please fill out the attached and submit to me along with a diagram/map for this event plus a check made payable to the City of Burlington in the amount of \$25.

Please confirm receipt of this email.

Thank you.

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.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: City Council

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

DATE: August 3rd, 2026

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

RE: 270 College Street – License Agreement – Omega Electric Parking
associated with redevelopment of 266 College Street

Request

The Applicant, Omega Electric Construction CO., Inc, is requesting approval for use of two (2) parking stalls located at the on College Street just east of South Union Street. The request, if approved, will formally permit exclusive parking for Omega Electric Construction Co, Inc. during specified times until March 31, 2027 while working at the 266 College Street project, through a License Agreement with the City.

As stated in Burlington Code of Ordinances Chapter 27-32(a): *“No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council.”*

Overview

Omega Electric Construction Co., Inc. submitted an encumbrance permit application to the Department of Public Works on May 28th, 2026, requesting to occupy two (2) parking stalls in the City right-of-way on College Street, located in front of 270-274 College Street.

The parking stalls will be encumbered by the Applicant during the hours of 6am to 6pm Monday through Friday and open to the public outside those hours.

The applicant will pay an encumbrance application fee along with a daily meter encumbrance fee at a rate of \$15/day per space. Total associated fees for the encumbrance are \$5,335 (\$25 application fee + \$5,310 meter encumbrance fee).

This specific location will allow Omega Electric to easily access the 266 College construction build during their scheduled contractor work.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City.

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

Attachment

A. License Agreement

Motions:

City Council:

“To approve the License Agreement Application for Omega Electric Co. at 270-274 College Street requesting reservation of two (2) parking stalls as described in the agreement for work at 266 College Street and authorize the Director of Public Works to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office.”

ATTACHMENT A: LICENSE AGREEMENT

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Omega Electric Construction Co. Inc.
31 Commerce Ave
South Burlington, VT 05403

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Omega Electric Construction Co. Inc., a domestic business corporation with a principal place of business located at 31 Commerce Ave, South Burlington, Vermont 05403 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- 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 Agreement.
- C. Background.** The City owns property, including the street, sidewalk, and greenbelt right-of-way adjacent to 270-274 College Street. The Licensee is seeking to encumber the first two (2) parking stalls within City Right-of-Way (ROW) on the north side of College Street and east of South Union Street to allow for daily unobstructed parking while performing electrical work Monday through Friday 6AM-6PM.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way known as the first two (2) parking stalls on the north side of College Street and east of South Union Street for parking purposes.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee and the meter fee set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the roadway directly in front of 270-274 College St.
- E. “Property”** means two (2) parking stalls that are further described in §5, A.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement shall commence on the Effective Date and expire on 3/31/27.
- C. Termination.** This Agreement may be terminated as set forth in this §3.C. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed

on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

- i. **Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
- ii. **Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
- iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the termination date.
- iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing and greenbelt adjacent to the property.
- v. **Renewal.** This agreement shall not be renewable unless further agreed in writing by the Parties and further approved by duly authorized representatives of each party.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to encumber and park within two (2) parking stalls of City roadway ROW in front of the building located at 270-274 College Street for the fees set forth in §2.B of this Agreement. Licensee may use and maintain the roadway existing in the City's right-of-way and must be maintained and left exactly as found or better upon termination of this agreement as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment B.

5. LICENSE CONDITIONS

- A. **Two Parking Stalls.** The first two (2) parking stalls east of South Union Street on the north side of College Street. In front of 270-274 College Street as further depicted on Attachment C. Parking Stalls must be maintained in full compliance. Meter fees are based upon Monday through Friday (excluding holidays) encumbrance at an Encumbrance meter rate of \$15 per day per stall.
- B. **Property Modifications.** There shall be no property modifications. If alterations or damages are made that impact the existing roadway, green belt or meter road way or parking meter affected area shall be repaired and brought to City Standards and statues.
- C. **City Infrastructure and Right of Way Improvements.** In the event that a City project involves right of way or infrastructure improvements on College Street or adjacent areas, which directly affect the encumbered parking stalls or greenbelt, these features shall be restored or modified in coordination with the appropriate city department. Necessary updates will be made to comply with any new right of way adjustments or infrastructure changes, ensuring continued accessibility and adherence to city standards.

- D. Maintenance.** Licensee shall maintain the parking stalls, meter, and meter bag and or signage to the satisfaction of the City, which includes maintaining them in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the signs located within the greenbelt.
- E. Placement.** The no parking signs, meter bags shall be placed and maintained in accordance with all conditions set by the Department of Public Works and shall not impede the City's ability to maintain the road, sidewalk, parking meters, greenbelt, or any other City property. The parking stalls shall not move unless relocation is approved by an appointed City official.
- F. Appearance.** Licensee shall maintain the parking stalls and appropriately pick litter and other refuse from the area to maintain a clean appearance while being utilized.

5. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an encumbrance fee, as described in Attachment A.
- B. Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning 7/13/2026 and ending 03/31/2027
- C. No Annual Renewal.** There is no annual renewal for the duration of this Agreement. If a renewal or extension is required an official amendment will be presented to the Licensing Committee for the date extension. Such amendments shall be due on or before the expiration of this agreement, and the Licensee shall remit request in full by the specified due date of 01/31/2027. Failure to make timely request if required for a license agreement amendment will increase the risk of the license expiring and the requirement of paying the daily meter rate each day with no guarantee of parking.
- D. Meter Fees.** Licensee is responsible for the associated meter fees for the length of the encumbrance. Meter fees are calculated based upon a twelve (12) hour reservation for the length of one hundred seventy-seven (177) business days. The fee for one (1) twelve (12) hour reservation is \$15.00.

6. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. This shall include minimum coverage of \$5,000 of medical expenses (any one person) and \$250,000 in damage to rented premises coverage. The City shall be named as an additional insured on such insurance policy on a primary, noncontributory basis. The policy shall be endorsed to waive right of subrogation in favor of the City.

Licensee shall also carry commercial automobile liability insurance coverage covering all motor vehicles intended to enter upon the Premises. Each policy shall provide coverage with a limit not less than \$1,000,000 Combined Single Limit for each occurrence. The City shall be named as an

additional insured on such insurance policy on a primary, noncontributory basis. The policy shall be endorsed to waive right of subrogation in favor of the City.

- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

7. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

8. RESPONSIBILITY FOR SUPERVISION:

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

9. PUBLIC RELATIONS:

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

10. PERMITS

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

11. NUISANCES PROHIBITED

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

12. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

13. WAIVER

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

14. ENTIRE AGREEMENT

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

15. MODIFICATION

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

16. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

17. ATTACHMENTS

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

A. Attachment A: Licensee's Application

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

C. Attachment C: Photographs and Sketches of Encroachment

D. Attachment D: Certificate of Insurance with Endorsements Attached.

E. Attachment E: Meter Fee Calculations

18. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

19. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

LICENSEE

Omega Electric Construction Co. Inc.
31 Commerce Ave., South Burlington, VT

By: _____
[Keith J Letourneau / President]

Date: _____

By: _____
Secretary

Date: _____

CITY OF BURLINGTON Director of Public Works

By: _____
Chapin Spencer
Duly Authorized

Date: _____

ATTACHMENT A: LICENSEE APPLICATION

 City of Burlington, VT

July 20, 2026

Record No: REN-26-9	Primary Location 44.477341, -73.208922	Applicant  Jason Miller
Encumbrance Permit	Owner	 802-862-0517 ext. 255
Status: Active	No owner information	 jmiller@omegavt.com
Submitted On: 5/28/2026		 31 Commerce Ave South Burlington, VT 05403

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

2 Parking Spaces

Location of Encumbrance *

College Street

Will City Parking Spaces be Encumbered?*

Yes

Parking Encumbrance Fees Apply*

—

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

Encumbrance Term (Years)	Encumbrance Start Date 
0	05/28/2026
Encumbrance End Date 	Area Encumbered (Square Feet)
03/31/2027	300

Company Information

Company Name	DBA Name
Omega Electric Construction Co	

Phone

802 862 0517

FAX

Street Address

31 Commerce Ave

City, State Zip

South Burlington, VT 05403

Email ?

jmillier@omegavt.com

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

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

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 square foot)

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

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

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

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

Jurisdiction BCO 27-31(a)

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

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

Required Documentation

Certificate of Insurance  

☐

Insurance Expiration Date 

—

Endorsement of Additional Insured  

☐

Endorsement for Cancellation  

☐

Site Map or Photograph(s)  

☐

Reporting

Encumbrance For: 

—

City Department Review

Attorney Sign Off  

☐

Attorney Sign Off Date 

—

Right-of-Way Sign Off  

☐

Right-of-Way Sign Off Date 

—

City Council Review

City Council Meeting Date 

—

City Council Approval  

☐

City Council Approval Date 

—

Attachments

- 

26 27 5M Umb Master COI - City of Burlington.pdf
26 27 5M Umb Master COI - City of Burlington.pdf
Uploaded by Jason Miller on May 28, 2026 at 2:24 PM
- 

2026 GL AI PNC Endt.pdf
2026 GL AI PNC Endt.pdf
Uploaded by Jason Miller on May 28, 2026 at 2:25 PM
- 

Blanket Canc Notice.pdf
Blanket Canc Notice.pdf
Uploaded by Jason Miller on May 28, 2026 at 2:25 PM
- 

Omega Parking Drawing.png
Omega Parking Drawing.png
Uploaded by Jason Miller on May 29, 2026 at 8:55 AM
- 

26 27 CRT (Revised) City of Burlington.pdf
26 27 CRT (Revised) City of Burlington.pdf
Uploaded by Jason Miller on May 29, 2026 at 10:50 AM

Record Activity

Jason Miller started a draft Record	05/28/2026 at 12:46 pm
Jason Miller added file Omega Parking Spaces - College St..png	05/28/2026 at 1:08 pm
Jason Miller added file 26 27 5M Umb Master COI - City of Burlington.pdf	05/28/2026 at 2:24 pm
Jason Miller added file 2026 GL AI PNC Endt.pdf	05/28/2026 at 2:25 pm
Jason Miller added file Blanket Canc Notice.pdf	05/28/2026 at 2:25 pm
Jason Miller submitted Record REN-26-9	05/28/2026 at 2:25 pm
OpenGov system altered approval step Encumbrance Permit Review, changed status from Inactive to Active on Record REN-26-9	05/28/2026 at 2:25 pm
OpenGov system assigned approval step Encumbrance Permit Review to Alice Schwencke on Record REN-26-9	05/28/2026 at 2:25 pm

Jason Miller added file Omega Parking Drawing.png to Record REN-26-9	05/29/2026 at 8:55 am
Alice Schwencke removed file Omega Parking Spaces - College St..png from Record REN-26-9 from Record REN-26-9	05/29/2026 at 9:07 am
Alice Schwencke removed attachment Omega Parking Spaces - College St..png from Record REN-26-9	05/29/2026 at 9:07 am
Jason Miller added file 26 27 CRT (Revised) City of Burlington.pdf to Record REN-26-9	05/29/2026 at 10:50 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Permit Review	5/28/2026, 2:25:31 PM	-	Alice Schwencke	-	Active
 Encumbrance Fee Payment	-	-	Jason Miller	-	Inactive
 City Council Approval	-	-	-	-	Inactive

ATTACHMENT B: DPW ENCUMBRANCE RECOMMENDATION

Dear Licensing Committee Members and City Council,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Jason Miller controller of Omega Electric Construction Co., Inc. for the use of public right-of-way at 270 College Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

Omega Electric Construction., Inc. is requesting this temporary encumbrance on the North side of College Street to encumber two (2) Parking Stalls in front of 270-274 College Street for the sole use of parking within the City Street Right-of-Way. This encumbrance is temporary and is expected to last until March 31st 2027.

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

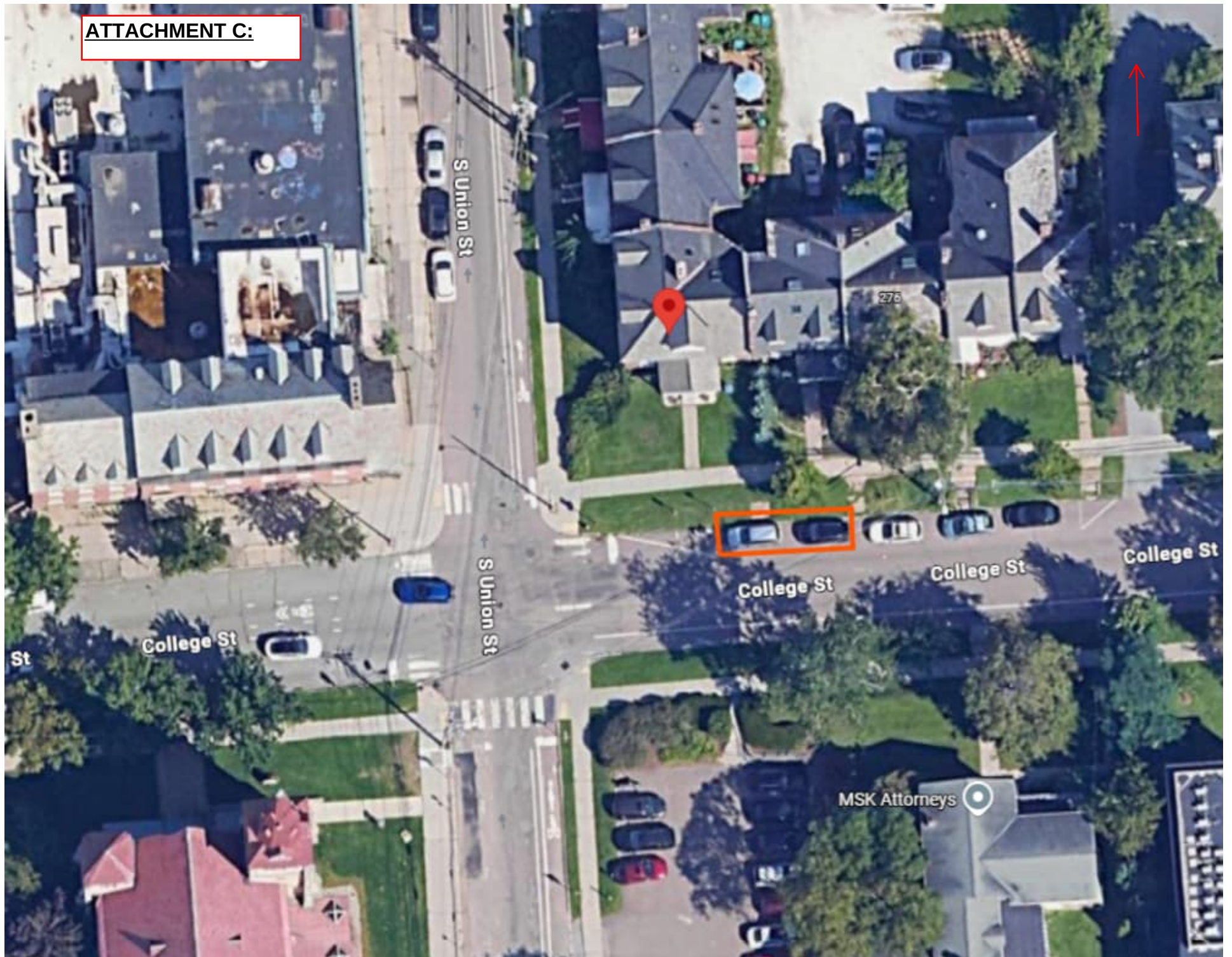
We respectfully request that the Licensing Committee and City Council approve this proposal, contingent upon the aforementioned conditions and subject to review by the City Attorney's Office.

Sincerely,
Alice Schwencke

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

Sincerely,
Alice Schwencke
Excavation Inspector
Department of Public Works
City of Burlington
aschwencke@burlingtonvt.gov
802-495-6176

ATTACHMENT C:





ATTACHMENT D

OMEGELE-04

SUSANDUBIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2026

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 NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT NAME: Lorraine Cofran	
	PHONE (A/C, No, Ext): (802) 651-3312	FAX (A/C, No): (802) 658-9419
	E-MAIL ADDRESS: lorraine.cofran@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Travelers Property Casualty Insurance Company	36161
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Omega Electric Construction Co., Inc.
All Links Communications
31 Commerce Avenue
So Burlington, VT 05403

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 9327669-02	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BAP 9327670-02	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		CUP-C5840074	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9327668-02	3/1/2026	3/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract, Certificate Holder is included as Additional Insured with respect to General Liability, Automobile Liability and Excess Liability coverage. 30 days' notice of cancellation applies except for 10 days for non payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Burlington
City Hall
149 Church Street
Burlington, VT 05401

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

AUTHORIZED REPRESENTATIVE

NFP Property & Casualty Services Inc.

ATTACHMENT E

Meter Fee Calculation

Start	7/13/2026
End	3/31/2027

Total Days	261	
	224	Remove Saturdays (37)
	187	Remove Sundays (37)
	177	Remove Holidays (10)

Encumbrance Days	177
------------------	-----

Number of Stalls	2
Price/Day (12 Hours)	\$ 15.00

Total Price	\$ 5,310.00
-------------	-------------

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW-Tech Services Submitter: Corey Mims & Alice Schwencke

Title/Subject: 270 College Street License Agreement - Omega Electric Parking

Approval Requested:

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

Meeting Date:

[Click or tap to enter a date.](#)

8/3/2026

[Click or tap to enter a date.](#)

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	7/27/2026	Chapin Spencer
Mayor's Office	Yes	7/28/2026	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	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	7/29/2026	Kim Sturtevant
CAO for budget, financing, and memo	Yes	7/28/2026	Brad Kukenberger
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Department of Public
Works, Ordinance Committee
Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

In the Year Two Thousand Twenty-Six

An Ordinance in Relation to

Industrial Pollution Prevention Program Update
BCO Chapter 26

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

- 1 That Chapter 26, Wastewater, Stormwater, and Pollution Control; Division 4, Use of Public Sewers; of the
2 Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 26-71, Use of
3 public sewers generally; 26-76, Wastewater permit fees; 26-77 through 84, Reserved; thereof to read as
4 follows:

DIVISION 4. USE OF PUBLIC SEWERS

26-71 Use of Public Sewers Generally.

- 7 (a) Every person owning or having the care of buildings abutting on a street in this city through which a
8 sanitary or combined sewer has been or shall hereafter be constructed shall drain such buildings
9 wastewater into the sanitary or combined sewer, at their own expense, provided that all connections into
10 the public sewers be made under the direction of the director upon the written application of such person.
11 The director shall supervise the making of all such connections.
- 12 (b) Every person owning or having the care of lands and buildings abutting on a street in this city through
13 which a storm or combined sewer has been or shall hereafter be constructed shall drain stormwater from
14 such land and buildings after treatment and/or attenuation into the storm or combined sewer or natural
15 outlet, at his own expense, provided that all connections into the public sewers and natural outlets be
16 made under the direction of the director upon the written application of such person and in accordance
17 with the provisions of this chapter. The director shall supervise the making of all such connections.
- 18 (c) Adoption of regulations.
- 19 (1) Use of the city's sewers is subject to compliance with such regulations as the public works
20 commission may deem necessary or convenient to protect public health, safety, and welfare or the
21 environment, to comply with state and federal law, or to safeguard the city's treatment works.

- (2) Such regulations shall be adopted at the recommendation of the public works director or designee following a public hearing.
- (3) Notice of the hearing shall be included in the warned agenda for said meeting, and it shall be posted on the city's website and published in a newspaper of general circulation within the city at least fifteen calendar days prior to the hearing. The published hearing notice shall include a link to the draft regulations.
- (4) The hearing may be continued from time to time, and republication of the hearing notice shall not be required if the continued hearing date, time, and location are announced on the record at the time of the continuance. A final decision of the commission shall be made at the same or a subsequent meeting as the meeting where the hearing was conducted.
- (5) The record for the commission's decision shall consist of the draft regulations, any written or oral staff report, public comments received at the hearing, and any written comments received at least twenty-four (24) hours prior to the opening of the hearing.
- (6) Regulations approved by the commission shall go to city council on the consent agenda for approval. Once approved by council, they shall be published on the city's website but shall not take effect until twenty-one (21) days after publication of a notice of the regulations in the newspaper.
- (7) A violation of the commission's regulations may be enforced pursuant to section 26-4 of this code.

(ed) - (xy) Renumbered, otherwise as written.

26-76 Wastewater permit fees.

~~Work done pursuant to the requirements of this article shall require the filing of a permit application and payment of a fifty dollar (\$50.00) fee to the director. No work shall be commenced until the permit shall have been received by the party submitting the application and the permit fee has been paid for connection to the public sewer. In the event of state delegation as referenced in Division 1 of this article, this permit fee shall not be required and only those fees allowed under the applicable state regulations and rules shall be assessed.~~

- (a) Certain activities pursuant to this chapter require a permit or other approval, plan check, investigation, or review by the director or their designee. The city also incurs costs associated with the physical connection of property to public sewers, as well as costs associated with certain intensive uses of the

city's treatment works. The city council finds that the direct and indirect cost of providing such services should not be borne by ratepayers generally but instead should be the responsibility of benefitted property owners.

- (b) The city council shall establish in the city budget, or otherwise by resolution, fees for activities described in this chapter, which fees shall be reasonably related to the direct and indirect costs of said activities. The city council shall also establish by resolution administrative rules for the collection of fees imposed pursuant to this section, including, without limitation, any provision for fee waivers; the handling, use, and deposit of fees; recording keeping; appeals; and any annual inflation factors to be applied.
- (c) No work shall be commenced until any permit or other approval required under this article shall have been received by the party submitting the application and all applicable fees have been paid.
- (d) In case of preemption, in addition or in lieu of such fees as may be authorized pursuant to this section, the director shall charge such fees as may be allowed or required by federal or state law.

DIVISION 5. PRETREATMENT REQUIREMENTS

26-77 Effective Date and Interim Regulations.

The provisions of this division commencing with section 26-78 shall take effect twenty-one (21) days after the director of public works or designee posts on the city's website and publishes notice in a newspaper of general circulation that authority has been delegated to the city to issue permits for discharges to the city's treatment works, pursuant to 10 V.S.A. § 1263, as the same may be amended or renumbered from time to time. Until such effective date, if necessary or convenient to protect the public health, safety, and welfare or the environment, to comply with state and federal law, or to protect existing infrastructure, the city council may, by resolution, adopt interim effluent limitations and surcharges for industrial users. Notification of such interim regulations shall be published, and such interim regulations shall become effective, in the same manner as for an ordinance, pursuant to section 49 of the city's charter.

26-78 Purpose and Policy.

This division sets forth uniform pretreatment requirements for indirect discharges by users of the publicly owned treatment works of the city. The intent of this division is to enable the city to comply with all applicable state and federal laws relating to the subject matter hereof, including, without limitation, the federal Clean Water Act and the general pretreatment regulations codified at part 403 of title 40 of the Code of Federal Regulations, as the same may be amended or renumbered from time to time. The specific objectives of this division are to:

- (a) Authorize the director to establish regulations implementing the requirements of this division, in substantial conformance with the U.S. Environmental Protection Agency's Model Pretreatment Ordinance, or such other guidance as the federal or state governments may prescribe from time to time relating to the subject matter of this division;
- (b) Provide for remedies for violations of said regulations, as required, authorized, or encouraged pursuant to applicable federal or state law;
- (c) Prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operations;
- (d) Prevent the introduction of pollutants into the publicly owned treatment works that are likely to pass through said works, inadequately treated, into the waters of the State of Vermont and of the United States;
- (e) Protect city personnel and members of the public who may be affected by wastewater and sludge not adequately pretreated;
- (f) Provide fee authority, as set forth in section 26-84, below; and
- (g) Enable the city to comply with all applicable federal or state permits required to operate its publicly owned treatment works.

26-79 Definitions.

As used in this division, the following terms have the following meanings:

- (a) Director means the city's director of public works or designee; provided that the city council may designate another city officer or employee as the "director" by resolution, solely for purposes of this division.
- (b) Indirect discharge means the introduction of any pollutant into the publicly owned treatment works from a nondomestic source.
- (c) Interference means any indirect discharge that, alone or in conjunction with other discharges, that inhibits or disrupts the publicly owned treatment works, their treatment processes or operations, or their sludge processes, use, or disposal, so as to interfere substantially with the purposes and policies set forth in section 26-78, above.
- (d) Publicly owned treatment works, or "POTW", means all of the city's infrastructure for the collection, transportation, and treatment of wastewater.

(e) Passthrough means a discharge that exits the POTW into the waters of the State of Vermont or of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, would result in a violation of any requirement of any federal or state permit applicable to the POTW, including an increase in the magnitude or duration of an existing violation.

(f) Regulations means the regulations adopted pursuant to section 26-82, below.

(g) User means any source of indirect discharge.

26-80 Prohibited Discharges.

The following indirect discharges are prohibited:

(a) Any indirect discharge that results in passthrough or interference.

(b) Any indirect discharge that would violate 40 C.F.R. Section 403.3(b), as the same may be amended or renumbered from time to time, or that would otherwise violate federal law, state law, a permit issued under section 26-81, the regulations, or any other provision of this chapter.

(c) Any indirect discharge done without a permit under section 26-81.

26-81 Permits Required.

(a) No indirect discharge shall be permitted without a permit issued pursuant to the regulations.

(b) The regulations may provide for general permits and permit waivers.

(1)General Permit. For those indirect discharges not requiring special conditions, including, without limitation, special conditions relating to pretreatment of indirect discharges, monitoring, and reporting, the regulations may provide for the issuance by the director of a general permit. Any user desiring to operate under the general permit shall register under that permit with the director in a manner specified in the regulations, pay any fee required pursuant to section 26-84, below, and comply with all conditions of the general permit, as specified in the regulations. More than one classification of general permit may be established by the regulations for different types of uses.

(2)Permit Waiver. The regulations may exempt any indirect discharge from the requirement to obtain a permit to operate, as otherwise required by subsection (a), above, based on the size, nature, or other characteristics of the indirect discharge, as specified in the regulations. Operation within the limits of the waiver and otherwise in strict conformance with all applicable laws shall be deemed the functional equivalent of operating under a permit.

(c) Permits may be specific to the user or may run with the use, as specified in the regulations.

(d) If a user is required to obtain a permit, the director shall provide notification to the user by first class mail at the user's physical address and mailing address for utilities billing, if different. The user shall then have thirty (30) days submit a complete application for a permit, subject to reasonable extensions granted by the director. If allowed by regulations adopted pursuant to this division, the notification may impose reasonable interim measures that the user shall take to limit interference and passthrough, pending an application for a permit. Except as expressly authorized in the notification, any indirect discharge by any user pending the issuance of a permit shall be deemed a violation of section 26-80, above.

26-82 Regulations.

(a) Regulations Authorized. The director is hereby authorized to issue regulations, in the manner described in this section, to achieve the purposes set forth in section 26-78, above.

(b) Adoption of Regulations. Regulations shall be adopted at the recommendation of the public works director or designee following a public hearing. Notice of the hearing shall be included in the warned agenda for said meeting, and it shall be posted on the city's website and published in a newspaper of general circulation within the city at least fifteen calendar days prior to the hearing. The published hearing notice shall include a link to the draft regulations. The hearing may be continued from time to time, and republication of the hearing notice shall not be required if the continued hearing date, time, and location are announced on the record at the time of the continuance. A final decision of the commission shall be made at the same or a subsequent meeting as the meeting where the hearing was conducted. The record for the commission's decision shall consist of the draft regulations, any written or oral staff report, public comments received at the hearing, and any written comments received at least twenty-four (24) hours prior to the opening of the hearing. Regulations approved by the commission shall go to city council on the consent agenda for approval. Once approved by council, they shall be published on the city's website but shall not take effect until twenty-one (21) days after publication of a notice of the regulations in newspaper.

(c) Amendment to Regulations. Any amendment may be made in the same manner as for the original adoption of the regulation.

26-83 Violations.

(a) For purposes of this section, a violation of this division includes any act or omission committed by a user that violates any provision of this division or that causes or enables a violation to occur. Each day any violation of any provision of this ordinance shall continue shall constitute a separate offense.

- (b) Violations of this division are subject to section 1-9 of this ordinance code. A violation may be abated as a public nuisance and prosecuted civilly as set forth in that section, and any municipal official authorized to issue municipal tickets shall be authorized to issue municipal tickets thereunder. Notwithstanding section 1-9, the maximum fine for a violation under this division shall be the greater of the maximum fine available under section 50 of the city's charter or 40 C.F.R. § 408.8(f)(1)(vi)(A), as the same may be amended or renumbered from time to time. If a court of competent jurisdiction determines that the foregoing federal law does not preempt the city's charter, then the maximum fine shall be determined by charter.
- (c) The director and/or their designee may report any violation to appropriate federal and state officials and may issue such orders to any user to comply with this division or to cease and desist from any violation thereof as may be necessary or convenient to achieve the objects and purposes set forth in section 26-78, above. An order shall contain notice that an appeal of the order must be filed with the director in writing within 15 calendar days thereof. Such an appeal shall be heard by the public works commission at its next regular meeting unless a different hearing date is agreed between the user and the director. If the order is upheld by the commission, then it shall be appealable to the Superior Court-Environmental Division. Refusal to comply with a final order shall be subject to subsection (b) of this section. The City Attorney may also bring an action to enforce the order and, if relief is granted, shall be entitled to an award of reasonable attorneys' fees and costs.
- (d) If necessary following repeated and severe violations of this division or to avoid a substantial likelihood of significant environmental harm or of harm to any person or real property of another, the director may take such actions as may be reasonably necessary to cease indirect discharges from any user, including but not limited to shutting off the user's water supply.
- (e) Any individual or property owner who suffers substantial bodily harm or property damage as a proximate cause of any violation of this division may bring an action to recover the individual or property owner's actual damages, pursuant to section 54 of the city charter.
- (f) In case of any physical harm to the POTW proximately caused by any violation of this division, the city may bring an action to recover its actual damages, pursuant to section 54 of the city charter, and attorneys' fees, and costs as permitted by law.
- (g) The remedies set forth in this section are cumulative with one another and with those provided by federal or state law.

200 **26-84 Fees.**

201 The city council shall establish by resolution, in the city's budget process or otherwise, a fee schedule setting
202 forth fees for permit applications and for activities under the regulations requiring significant staff time,
203 including any reasonable fees for the filing of an appeal under section 26-83(b), above, or for inspections and
204 related activities.

205 ~~26-77~~85—26-95 Reserved.

206

207

208 * Material stricken out deleted.

209 ** Material underlined added.

210

211

212

213

214 ER/KS/Ordinances 2026/BCO Chapter 26 Industrial Pollution Prevention Program Update

215 BCO Secs. 26-71, and 76 through 84

216 7/29/26



To: City Council

From: Megan Moir, Division Director Water Resources

Cc: Chapin Spencer, DPW Director

Date: August 3, 2026

Subject: Chapter 26 Sewer Use Ordinance Update: Enabling Language for Connection Review and a Local Industrial Pollution Prevention Program

REQUEST

The Department of Public Works (“DPW”) and its Water Resources Division (“WRD”) is returning to the City Council to request adoption of revisions to the Chapter 26 Burlington Code of Ordinances (“Chapter 26”) regarding authorities to implement regulations related to wastewater connections in general as well as specific regulation of industrial users in order to comply with State and Federal law. These revisions were reviewed by the Ordinance Committee (“Committee”) of the City Council and were approved by the committee on July 16, 2026. The Committee unanimously recommended via motion that the Council waive the second reading and adopt the revised language.

BACKGROUND

Background regarding the proposed changes and the benefits to ratepayers of the WRD obtaining delegated authority from the State for permitting of both standard municipal water/wastewater connections and industrial discharges was provided in our [initial request](#) to the City Council on April 27, 2026. At that meeting, the City Council waived the first reading and referred the proposed updates to the Ordinance Committee (“Committee”). The primary elements of the proposed update include:

- Authority to establish interim local limits for pollutants of concern
- Increased clarity regarding the City’s ability to charge a surcharge fee to high strength users for organic loading as a condition of allow discharges beyond the prohibited limits in 26-71(d)
- Authority to adopt regulations that would guide the administration and fees for a local wastewater connection permitting program that would satisfy the State wastewater¹ permitting requirements currently administered by the State
- Authority to adopt regulations and fees related to a local industrial pollution prevention (“pretreatment”) program that would bring Burlington’s industrial users into compliance with Federal and State pretreatment statutes

As a reminder, the ability to establish a local program for both non-industrial municipal connections and industrial users was made possible by updates to Vermont State Law in [Act 174](#) of the 2026 legislative session. These changes were supported by the Legislature as a way to ensure permitting efficiency for housing growth as well as to provide for increased engagement on a voluntary basis between municipalities such as Burlington and local industrial users in support of maximizing protections for wastewater infrastructure and Lake Champlain. Water Resources participated in the study committee

¹ A separate set of revisions to the Chapter 31 Drinking Water ordinance will be advanced in the coming year to provide the same authorities for drinking water connections.

responsible for the municipal connection delegation proposal and initiated the request for changes to §1263 to support the local pretreatment program for industrial users. These authorities have not yet been granted to Burlington Water Resources and in particular, the changes in Chapter 26 related to industrial pretreatment only become effective once the State approves our local program and WRD issues public notification regarding this delegation. The connection permitting changes will require some additional work by the State to stand up a general permit and then review the local technical capacity of programs like WRDs.

Review and Input by Ordinance Committee

The proposal was reviewed by the Committee at their June 18 and July 16, 2026 meetings. The primary focus of discussion center on the process for adopting the regulations that are enabled in the ordinance to ensure:

- 1) ample opportunity for stakeholders to engage with the adoption of regulations
- 2) reasonable opportunity for City Councilors to review the proposed regulations prior to the 21-day public notice publication waiting period

The process for adopting regulations and meeting the intentions above is outlined in for municipal sewer connections in 26-71(c) and for industrial pretreatment in 26-82. The Committee agreed with staff's recommendation that the regulations be reviewed and approved by the Department of Public Works Commission as this would offer the best forum for dialogue and public engagement on what will ultimately be a highly technical set of regulations. That said, as proposed the Council will retain the ultimate approval authority with a requirement that the recommendation from the Commission be approved as a consent item on a City Council agenda. Ample public notice will be provided via the ordinance requirement that the notice of the public hearing be published on the website and newspaper for at least 15 days.

Public Outreach

Prior to submitting the original request for ordinance update to Council, BWRD provided an update to the currently un-permitted industrial users who are, based on previous surveys and data collection, defined as either Categorical Industrial Users (one user) or potential Class 1 Significant Industrial Users (8 users including the Burlington Water Treatment Plant) ². The update (attached) contained information about the proposed ordinance changes and the fact that these changes alone will not impact their facilities. Additionally, we have made them aware of 1) the State's expressed intent to bring them into compliance with permitting requirements whether through a local program or through direct State oversight and 2) an additional round of organic sampling that BWRD feels is necessary to ensure updated and realistic permit limits regardless of a State or local permit (see below).

We have provided an additional update (attached) to these users to let them that the Legislature passed the statutory change authorizing the locally delegated program know of this final proposed ordinance update and anticipated next steps.

² Based on previous surveys and the last round of sampling the currently identified high strength users do not trip the 25,000 gallons of discharge or 5% of organic loading triggers – but the majority are undeniably in the category of “potential to impact” given their monthly loading and the volume of high strength liquids on-site. For others, more information is needed but based on what is known of their facilities, it is likely that they would require additional review and permitting in order to comply with Federal law.

BWRD will also be meeting with the previously mentioned Categorical User so that they can begin work exploring whether they may be able to achieve permit coverage as a de minimis discharger, which is a smaller regulatory lift.

Next Steps:

There are a several additional steps that will follow in the next 6-8 months to support local program implementation:

- Continue refinement of pretreatment regulations (currently in draft form)
- Finalize and implement organizational and operational changes
 - Review of permit fee, BOD surcharge fee estimates
 - Review of program expenses and potential cost recovery revenue to keep the program as cost neutral for non-industrial ratepayers as possible
 - Draft job duties for local pretreatment coordinator
 - Advance organizational changes to resource pretreatment program
 - Currently this plan does not involve an increase in FTEs to initially implement the local program; rather updates and possible reclassification of existing positions.
- Issue an RFQ (drafted for industrial discharges professional services support: technical support will be needed to support initial implementation of permits, compliance program and training of the pretreatment coordinator)
- Perform updated sampling³
- Develop agreement with VTDEC for delegation of permitting with authority to execute pending approval by City Council
- Submission of relevant requests to TEUC, Board of Finance and Council as applicable
 - Adoption of industrial pretreatment regulations and local limits
 - Adoption of relevant fees
 - Organizational/personnel updates as necessary
 - Budget amendments as necessary

As with any new program, the launch will require significant effort from staff and oversight by Councilors.

MOTIONS

City Council Actions:

1. "To waive the second reading of the proposed Sewer Use Ordinance and to adopt the ordinance as amended by the Ordinance Committee".

Thank you for your consideration of this request.

³ BWRD wants to ensure that the permit effluent limits that are to be codified into any permit for an existing connected user, whether administered by the State or by BWRD, are based on updated data and are achievable through best management practices that can be implemented on a reasonable time frame. Additionally, this sampling will provide an update to the concentration data that is used for the monthly high strength waste surcharge bills.

EMAIL TO POTENTIAL CATEGORICAL AND SIGNIFICANT INDUSTRIAL USERS

Sent 4/20/2026

Dear Business Owner,

I'm writing to give you an update on the City of Burlington's efforts to launch a local Industrial Prevention Pollution Program that will ensure that all discharges to the City's wastewater system are compliant with State (10 VSA §1263) and Federal Law (40 CFR Part 403). The timing of this update is relevant for a few reasons – chief among them:

1. As part of a grant we received to support compliance with these State and Local regulations, we are required to advance several updates to our Sewer Use Ordinance (see more below)
2. We have been working with the State Legislature to update 10 VSA 1263 so that compliance with the above State and Federal regulations can be addressed at the municipal level in Burlington vs. permitting by the State.

It is important that you know that neither of these updates create any immediate changes for you or your facility. However, as they are part of a larger trajectory that will involve your cooperation and compliance, we wanted to make sure you were aware of them.

In the recent year, the Vermont Department of Environmental Conservation (VTDEC) has made it clear to the Burlington Water Resources Division (BWRD), as the holder of the discharge permits for our City's Wastewater Treatment Plants, that industrial users in Burlington will need to fully comply with all applicable State and Federal laws. While they have not established a definitive timeline, it is BWRD's understanding that there needs to be movement towards correcting any gap no matter the regulatory framework.

As you may or may not recall through past conversations with BWRD or our consultant Hoyle Tanner, it is a regulatory requirement that the following types of industrial users be reviewed and, in many cases, ultimately be regulated by facility specific pre-treatment permits that establish limits and other requirements regarding the amount of pollutants that can be discharged to the wastewater system:

1. industrial users who discharge or have the potential to discharge certain pollutants (e.g. heavy metals etc.) that may harm the wastewater facility; and/or
2. industrial users who discharge or have the potential to discharge significant volumes of high strength (containing organic material which has high biological oxygen demand - BOD) wastewater that may harm the wastewater facility.

These determinations and any resulting permit requirements are different from the biological oxygen demand (BOD) surcharge fee agreements that are in place for many of you.

Local Pre-treatment Program vs. State Regulation of Burlington Industrial Users

The City has also been working with VTDEC and the Legislature to develop a mechanism that would authorize the State to delegate the administration of pre-treatment requirements to a municipal wastewater utility. This is the model followed in many other states. It has the benefits of reducing the need for duplicative review, permitting and fees and maintaining a direct relationship to maximize collaboration between utility operations and technical staff and the municipality's industrial users. The amendment to §1263 is currently in the House Environment Committee and we hope to see legislation

passed this session. VTDEC would still be the authority reviewing and approving any proposed local program.

Sewer Use Ordinance Update

As you may also remember, in recent years, BWRD has been performing work to review the breadth of industrial users of all sizes, do initial calculations regarding how much of certain pollutants BOD the plant can handle, and develop a framework for how BWRD might be able to directly regulate industrial users vs. the State regulating the City's industrial users. Recently, this work was supported by a State ARPA (American Rescue Plan Act) grant. Part of the ARPA grant requirement includes the need to complete updates to our Sewer Use Ordinance before the end of August 2026. BWRD is introducing a draft of these proposed updates at the Burlington City Council Meeting on April 27. It will then be referred to the Ordinance Committee of the City Council for additional review in the intervening months and eventual recommendation back to the City Council before the end of August.

The DRAFT Sewer Use Ordinance updates include the following elements, several of which also apply to non-industrial water/wastewater connections:

- Authority and framework to adopt regulations, in general
 - o The update does NOT adopt the regulations. That would be a future step and would involve additional stakeholder outreach.
- Authority and framework for Council to adopt fees for permits
 - o The update does NOT adopt those fees
- Pre-treatment Requirements Section
 - o Allows the City Council to adopt interim local limits (these are the “total” amount of a pollutant that the wastewater system can receive, not the total amount a specific user can discharge) and future updated surcharge fees.
 - o If authority to delegate is granted by the Legislature and the State approves the local program for delegation (see Next Steps: Local Implementation Framework) and the City provides public notification:
 - Establishes general pre-treatment requirements for the City's sewer system
 - Allows a governing body of the City (currently the Public Works Commission but this could change) to adopt pre-treatment regulations. Regulations are the mechanism by which future local industrial user permitting would occur.
 - These would only be advanced after a stakeholder process and a public hearing.

The current draft revisions to the ordinance are attached for your review. We anticipate that language may change during the course of review by the Ordinance Committee.

Next Steps

There are a few near term steps that we feel are important to outline:

- Additional Sampling Round of Large High Strength Users: It is of utmost importance to BWRD that any individual pre-treatment permits issued to the significant (larger) high strength industrial users (regardless of whether from the State or the municipality) contain relevant and reasonable pollutant limits and that the data used to determine these limits

reflects current operations. As such, a necessary step in the longer trajectory of permitting is the collection of additional samples from your facility's effluent. BWRD will be procuring technical services to conduct an additional round of sampling in the coming months. We will also use this data to update any concentrations that are currently used in the calculation of BOD surcharge fees as we understand many of you have already been working to reduce your BOD discharges. In the same vein, we would also like to review your current process water flow metering (if any) to ensure we are using the best possible estimates of wastewater flow for both your surcharge fee calculation and your retail wastewater charges. We will contact you with more information on scheduling this sampling.

- **Additional Outreach to Industrial Users with other Pollutants of Concern:** BWRD will be working with any smaller scale industrial users who potentially discharge pollutants of concern other than organics (e.g. metals) to review operations and determine whether these businesses, might, through a change in operations, qualify for a "no discharge" determination.
- **Local Program Implementation Framework:** If the Legislature passes the desired statutory change, there will still be significant additional work to develop all the components of a local pollution program and to have it reviewed and approved by the VTDEC before any permitting actions can be taken at the local level. Part of this process will be to finalize and adopt the pre-treatment regulations that are enabled (but not adopted) in the Chapter 26 Ordinance update mentioned above. There will be additional and more detailed outreach to the identified industrial users before the regulations are advanced.

If you have any questions regarding this update or the City's efforts to pursue a local Industrial Prevention Pollution Program, please let us know. My team and I will be happy to set up a meeting to discuss any questions or concerns you may have about the proposed trajectory of compliance and how they might affect you. Otherwise, we will continue to reach out with updates on the above and on specifics as they are available for your particular facility.

Best Regards,

Megan

Megan Moir (*she/her*)
Division Director - Water Resources
Burlington Public Works Department
P (802) 863.4501
C (802) 734.4595
Email: mmoir@burlingtonvt.gov

**Update #2 Sent to Potential Categorical and Significant Industrial Users on 7/29/2026
with a copy of the Chapter 26 Amendment Language**

Dear Business Owner,

I am again writing to you to provide an update on our efforts to launch a local Industrial Prevention Pollution Program that will ensure that all discharges to the City's wastewater system are compliant with State (10 VSA §1263) and Federal Law (40 CFR Part 403).

- The Governor signed [Act 174](#) into Law, allowing for municipalities to voluntarily request delegated authority from the State to establish a local pretreatment/industrial pollution prevention program that will meet our collective regulatory obligations.
- The Ordinance Committee of the City Council reviewed the proposed sewer use ordinance updates. They made a few changes to our original proposal largely around making sure there is even more notice to stakeholders around public hearings for the regulations (yet to be advanced) and reserving the final approval of those regulations for the City Council. The public hearings and deliberation would still happen at the Public Works Commission. They voted on July 16 to recommend approval by the full City Council - which will be requested at the August 3 meeting. I am attaching the "final" version from that July 16 meeting. There are one or two minor additional changes/tipos that were discussed and will be part of the final request to City Council, but the important consequential pieces will not change.

As previously mentioned, the above does NOT immediately impact you but does put Burlington Water Resources on a more near term plan to pursue our next steps:

Next Steps

With the hurdle of the statutory change addressed, we will be turning our attention back to the remaining next steps:

- **Additional Sampling Round of Large High Strength Users:** It is of utmost importance to BWRD that any individual pre-treatment permits issued to the significant (larger) high strength industrial users (regardless of whether from the State or the municipality) contain relevant and reasonable pollutant limits and that the data used to determine these limits reflects current operations. As such, a necessary step in the longer trajectory of permitting is the collection of additional

samples from your facility's effluent. BWRD will be procuring technical services to conduct an additional round of sampling before the end of 2026. We will also use this data to update any concentrations that are currently used in the calculation of BOD surcharge fees as we understand many of you have already been working to reduce your BOD discharges. In the same vein, we would also like to review your current process water flow metering (if any) to ensure we are using the best possible estimates of wastewater flow for both your surcharge fee calculation and your retail wastewater charges. We will contact you with more information on scheduling this sampling.

- **Additional Outreach to Industrial Users with other Pollutants of Concern:** BWRD will be working with any smaller scale industrial users who potentially discharge pollutants of concern other than organics (e.g. metals) to review operations and determine whether these businesses, might, through a change in operations, qualify for a “no discharge” determination.
- **Local Program Implementation Framework:** While we have completed preliminary work, significant additional work to develop all the components of a local pollution program and to have it reviewed and approved by the VTDEC before any permitting actions can be taken at the local level. Part of this process will be to finalize and adopt the pre-treatment regulations that are enabled (but not adopted) in the Chapter 26 Ordinance update mentioned above. There will be additional and more detailed outreach to the identified industrial users before the regulations are advanced.

Please let me know if you have any initial questions about this stage of our process. We look forward to re-engaging with you on this collaborative process.

Megan

Megan Moir (*she/her*)

Division Director - Water Resources

C (802) 734.4595

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir
Chapter 26 Ordinance Update: Industrial Pretreatment and Municipal Connection
 Title/Subject: Related Authorities

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	8/3/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/28/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	7/29/2026	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, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/29/2026	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	7/28/2026	Brad Kukenberger
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Final ordinance language coming from CA
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

**BURLINGTON FORWARD: A COMPREHENSIVE
FRAMEWORK FOR SAFE PUBLIC SPACES AND A
STRONGER COMMUNITY**

RESOLUTION_____

Sponsor(s): Councilors Traverse,
Barlow, Carpenter, Litwin, McKnight,
Schachter, Singh
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, Burlington's downtown, parks, sidewalks, streets, libraries, waterfront, bike paths, and
2 other public spaces are among the City's greatest civic assets. They are the places where neighbors gather,
3 children play, businesses and tourism thrives, visitors form lasting impressions, and community life unfolds
4 every day. Preserving these shared public spaces as safe, welcoming, orderly, accessible, and well-maintained
5 for everyone is among the City's most fundamental responsibilities; and

6 WHEREAS, over the past several years, the Burlington City Council has adopted multiple resolutions
7 and initiatives intended to strengthen public safety, improve community well-being, expand access to housing
8 and behavioral health services, and respond compassionately to the challenges of homelessness, substance use,
9 and mental illness; and

10 WHEREAS, the City of Burlington, together with healthcare providers, nonprofit organizations,
11 businesses, faith communities, neighborhood organizations, educational institutions, and countless volunteers,
12 has committed substantial public and private resources toward emergency shelter, affordable housing,
13 outreach, behavioral health services, recovery programs, harm reduction initiatives, and other efforts intended
14 to assist vulnerable members of our community; and

15 WHEREAS, notwithstanding these efforts and the extraordinary commitment of those serving our
16 community, many individuals, including those experiencing homelessness, addiction, and mental illness,
17 continue to be negatively affected by persistent public disorder, criminal activity, violence, repeated
18 overdoses, open drug dealing and use, prohibited camping, vandalism, aggressive or threatening behavior, and
19 other conduct that unreasonably interferes with the use and enjoyment of Burlington's shared public spaces;
20 and

21 WHEREAS, these conditions have diminished public confidence, strained municipal resources,
22 adversely affected neighborhoods and businesses, discouraged investment and tourism, harmed morale and
23 recruitment of police and other city staff, and undermined Burlington's reputation while also failing many

individuals who continue to experience homelessness, addiction, or untreated mental illness without achieving lasting stability, recovery, or improved health outcomes; and

WHEREAS, Burlington is and will remain a compassionate community where residents consistently demonstrate kindness and generosity toward neighbors experiencing homelessness, addiction, mental illness, and other crises. This resolution builds upon those values; and

WHEREAS, the City Council also finds that allowing individuals to remain in circumstances that jeopardize their health, safety, or dignity without meaningful intervention is neither compassionate nor humane. Lasting compassion requires connecting people to treatment, recovery, housing, supportive services, and, where appropriate, enforcement and accountability for unlawful conduct that harms others or unreasonably interferes with the public's use and enjoyment of shared public spaces; and

WHEREAS, the City Council rejects the false choice between compassion and public safety and affirms that accountability, treatment, housing, recovery, public safety, and public order are complementary, interdependent responsibilities that must be pursued together to advance the public interest and the dignity of every person; and

WHEREAS, the City further recognizes that Burlington cannot reasonably or sustainably serve as the exclusive or primary provider of shelter, behavioral health services, and substance use treatment for individuals from throughout Vermont and outside our state, and that these challenges require sustained partnership among municipalities, the State of Vermont, healthcare institutions, nonprofit organizations, and regional service providers to ensure that responsibility is shared equitably throughout the region; and

WHEREAS, restoring and preserving Burlington's public spaces requires clearly articulated values, public policy, measurable implementation, meaningful accountability, prioritized enforcement of our existing laws and ordinances, sustained regional partnership, and a continuing commitment by every level of government and every community partner;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council hereby adopts the following policy framework to restore and preserve safe, welcoming, orderly, and accessible public spaces; expand meaningful pathways to housing, treatment, and recovery; strengthen accountability for unlawful conduct and conduct that unreasonably interferes with the use and enjoyment of our shared public spaces; and promote shared regional responsibility for addressing the complex challenges of homelessness, substance use, and behavioral health:

54 **ARTICLE I**55 **General Policy**

56

57 **Section 1.01. Purpose.**

58 The purpose of this Resolution is to establish a comprehensive policy framework for restoring and preserving
59 Burlington's public spaces as safe, welcoming, orderly, accessible, and well-maintained places for all residents
60 and visitors, while continuing Burlington's longstanding commitment to compassion, dignity, and meaningful
61 support for individuals experiencing homelessness, substance use disorder, behavioral health challenges, and
62 other circumstances requiring public assistance. To achieve these objectives, Burlington must realign its
63 values and related efforts. An honest assessment indicates that neither the current nor previous policy
64 frameworks have achieved their intended results, making a revised strategy necessary moving forward.

65

66 **Section 1.02. General Policy.**

67 It shall be the policy of the City Council that:

68 **A.** Burlington's public spaces belong to everyone. Every resident and visitor should be able to use and
69 enjoy the City's parks, streets, sidewalks, libraries, waterfront, bike paths, public buildings, downtown,
70 neighborhood business districts, and other public spaces safely and without unreasonable interference
71 or exposure to unlawful activity and disruptive behavior.

72 **B.** Compassion without accountability is not compassion. The City Council rejects the notion that
73 tolerance of unlawful conduct is itself an act of compassion. No individual has the right to engage in
74 unlawful conduct or conduct that unreasonably interferes with the use and enjoyment of shared public
75 spaces. Effective public policy requires both meaningful opportunities for prevention, outreach,
76 treatment, recovery, housing, and supportive services and consistent enforcement of criminal laws and
77 municipal ordinances that protect the public's health, safety, and welfare. The City shall pursue both
78 objectives simultaneously to ensure that Burlington's public spaces remain safe, welcoming, and
79 accessible to all.

80 **C.** Individuals experiencing homelessness, substance use disorder, or behavioral health challenges
81 deserve meaningful opportunities to obtain shelter, treatment, recovery services, and long-term
82 stability. Burlington shall continue advocating for coordinated regional and statewide responses to
83 homelessness, behavioral health challenges, and substance use disorder, recognizing that these

challenges extend beyond Burlington's borders and require sustained partnership among municipalities, the State of Vermont, healthcare providers, nonprofit organizations, and other community partners.

D. Decisions affecting public spaces, public health services, municipal resources, and zoning policy shall be guided by objective evidence, public transparency, measurable outcomes, and accountability to the public. Public accountability requires admitting when systems and policies have fallen short, and when existing social services lack the capacity to deliver the interventions needed for consistent improved outcomes.

ARTICLE II

Protecting Burlington's Public Spaces

Section 2.01. Statement of Intent.

The purpose of this Article is to restore and preserve Burlington and its public spaces as safe, welcoming, orderly, accessible, and well-maintained places that may be comfortably enjoyed by residents and visitors of all ages while respecting the dignity of every person and ensuring that public spaces remain available for their intended public use.

Section 2.02. Public Space Policy.

The City shall prioritize the restoration and preservation of Burlington's public spaces for the benefit of all residents and visitors. Public spaces shall be managed to encourage lawful activity, positive community use, economic vitality, recreation, civic engagement, and public enjoyment.

Public spaces should not merely be accessible; they should be places where residents and visitors choose to gather and should reasonably expect to feel safe doing so.

The City shall make it a top priority to ensure public spaces remain reasonably free from unlawful conduct and conduct that unreasonably interferes with the public's use and enjoyment of those spaces, and that such spaces are well maintained, clean, and reasonably free of graffiti, litter, unattended personal belongings, and other conditions that detract from their safety, accessibility, and public enjoyment.

Section 2.03. Activation of Public Spaces.

The City finds that well-programmed, well-maintained, and actively used public spaces are among the most effective long-term strategies for promoting public safety, strengthening community life, and discouraging unlawful and disruptive activity.

The City shall expand the activation of Burlington's public spaces through community programming, arts and cultural events, recreational opportunities, family-oriented activities, and partnerships that increase positive public use of parks, downtown, neighborhood business districts, and other civic spaces. Consistent with the FY27 budget resolution, the City Council requests that the Administration continue coordinating with the City Council's Parks, Arts & Culture Committee to develop and implement these efforts.

Section 2.04. City Hall Park and Organized Activities.

The City Council reaffirms its prior policies regarding the restoration and stewardship of City Hall Park as outlined in the Council's August 2025 resolution concerning the management, activation, and preservation of the Park. The City Council declares again that City Hall Park shall remain one of Burlington's principal civic gathering spaces—welcoming, accessible, well-maintained, and available for the broad enjoyment of residents and visitors.

Within thirty (30) days following adoption of this Resolution, the City Council asks that the City Attorney's Office prepare and submit to the Council any ordinance amendments necessary to clarify where organized activities may occur within City-owned public spaces, establish when permits are required for such activities, and ensure that such activities do not materially interfere with the intended public use of City Hall Park or other public spaces.

The City Council requests that the Administration renew stalled efforts to assist with navigating how to secure any available and necessary permits for, or if permits are unavailable, offer alternative locations to unpermitted social service activities where participants could be better served while preserving the Park's role as Burlington's principal civic gathering space. If necessary to identify alternative locations, the City Council asks that the Administration evaluate appropriate indoor and outdoor municipal facilities, including Contois Auditorium where practicable and consistent with operational needs.

Within sixty (60) days following adoption of this Resolution, the City Council requests that the Department of Parks, Recreation & Waterfront issue a request for proposals seeking one or more vendors, nonprofit organizations, or other qualified operators to activate the patio area located in the northeast corner of City Hall Park through food and beverage concessions, retail kiosks, recreational uses, cultural programming, public amenities, or other uses that increase positive public activity and enhance the visitor experience. Any

request for proposals shall encourage creative, seasonal, and year-round activation strategies that promote regular public use of the space and are consistent with City Hall Park's role as Burlington's principal civic gathering space. Alternatively, the Administration may evaluate repurposing the patio area as a centralized operational hub for public safety personnel, in alignment with the intent of the City Council's September 2024 resolution on establishing a downtown public safety hub, to provide a visible, accessible, and continuous public safety presence within City Hall Park.

Section 2.05. Expansion of Public Safety Personnel and Public Space Response Capacity.

The City's sworn police officers, Community Service Officers, Urban Park Rangers, and other civilian public safety personnel continue to perform their duties with exceptional dedication and professionalism in protecting and preserving our public spaces. A number of these roles, particularly sworn police officers, unfortunately continue to face significant challenges to staffing, with available police officers consistently remaining at or below current levels since 2023. As the City continues with long-term efforts to rebuild its public safety infrastructure, there is an immediate need to strengthen the City's visible presence within its public spaces. Accordingly, the City Council requests that the Administration act within sixty (60) days following enactment of the Resolution to present recommendations to the Council on which public safety roles can be most immediately and substantially increased, if even on a temporary basis, to ensure more personnel are assigned to visible public safety and public space response functions. Moreover, the City Council asks that the Chief of Police continue to regularly update the Council's Public Safety Committee on recruitment efforts at the Burlington Police Department.

Immediately following enactment of this Resolution and prior to delivering the above-requested recommendations, the City Council requests that the Mayor take the steps necessary to expand the visible presence of public safety personnel in areas experiencing persistent public safety and public order concerns, which the Mayor's Administration has previously attempted to address through its working group on "hot spots," where ongoing conditions threaten public safety, diminish the public's use and enjoyment of these spaces, and risk undermining the success of generational projects like that at Burlington Square. For this purpose, the Mayor may use, as necessary, the monies allocated by the City Council in the FY27 budget to contract with third-party public safety personnel, including certified police officers. Additionally, to the extent permitted by existing agreements with contracted public safety personnel, such as those currently assigned to patrol municipal garages, the Mayor is authorized to repurpose these personnel to higher priority areas.

Moreover, to the extent practicable, the City Council requests that the Administration recruit and organize one or more Public Space Response Teams comprised of City employees and employees of other local organizations committed to the vitality of Burlington who voluntarily elect to participate and successfully complete appropriate training. Public Space Response Teams shall supplement, but not replace, traditional public safety resources by increasing the City's visible presence within public spaces, promoting lawful and welcoming public use, and assisting in the preservation of City property. If the City's unionized staff are interested in this volunteer opportunity, the Council acknowledges the potential need to submit proposals to municipal unions as necessary to accommodate this.

To the fullest extent permitted by law and consistent with appropriate training and supervision, members of Public Space Response Teams may be authorized to:

- A. Address and intercede conduct that unreasonably interferes with the public's use and enjoyment of Burlington's public spaces, including, but not limited to, the open use of drugs and alcohol, public intoxication, smoking where prohibited, disorderly behavior, and the encumbrance of sidewalks and walking paths;
- B. Issue municipal ordinance citations within the scope of their legal authority;
- C. Issue notices against trespass and take other lawful actions necessary to protect City property and public spaces;
- D. Promote cleanliness and sanitation, identify maintenance concerns, and coordinate the prompt removal of graffiti and other public nuisances; and
- E. Connect individuals experiencing crisis, homelessness, substance use disorder, or other behavioral health needs with appropriate treatment, recovery, housing, and supportive services.

The City Attorney and Chief Administrative Officer shall prepare and submit for Council consideration any ordinance amendments, budget proposals, administrative policies, or other measures necessary to implement this Section.

Section 2.06. Public Safety Cameras and Public Notification.

The City Council finds that visible public safety cameras, when lawfully deployed and appropriately identified, deter unlawful conduct, assist in criminal investigations, and promote public confidence in the safety of Burlington's public spaces.

Within thirty (30) days following adoption of this Resolution, the City Council asks that the Chief Information Officer prepare and submit to the Council a report identifying all City-owned or City-operated public safety cameras currently operating within Burlington's downtown and other public spaces. The report shall identify each camera's general location, operational status, and any significant gaps in camera coverage requiring future consideration, provided that nothing in this Section shall require disclosure of information that would compromise public safety or law enforcement operations and the report will be provided confidentially to the extent permitted by Vermont's Open Meeting Law. Moreover, in carrying out this Section and any future expansion of public safety camera systems, the City shall remain mindful of the importance of protecting individual privacy and civil liberties and shall ensure that the deployment, operation, and management of such systems are conducted in accordance with applicable law and appropriate safeguards governing the collection, retention, access to, and use of recorded data, including but not limited to the City's Fair and Impartial Policing Policy.

The City Council requests that the Administration install and maintain clear, visible signage at appropriate locations notifying the public that public safety cameras are in operation. Such signage shall be designed to deter unlawful conduct while promoting public awareness that public spaces are actively monitored for the protection of residents, visitors, businesses, and City property.

Section 2.07. Public Space Stewardship and Graffiti Removal.

Recognizing that clean, well-maintained public spaces contribute to public safety, civic pride, and neighborhood vitality, the City Council requests that the Mayor coordinate with the Council's Community Development & Neighbor Revitalization Committee to establish a public space stewardship program to encourage and support volunteer participation in the prompt removal of graffiti from public spaces and other beautification initiatives consistent with the purposes of this Resolution. In establishing this public space stewardship program, the Administration and CDNR Committee may collaborate with organizations and individuals already volunteering to perform the expanded work called for in this Section.

Any program shall provide participating residents with appropriate training, safety guidance, equipment, supplies, and other resources necessary to assist the City in removing graffiti from publicly owned property in a safe, lawful, and coordinated manner.

The City Council reaffirms that the prompt removal of graffiti from privately owned property remains the primary responsibility of the property owner. Any public space stewardship program should also provide a

mechanism through which private property owners may authorize trained City employees or approved volunteers participating in the program to enter their property for the purpose of removing graffiti, subject to such reasonable conditions and limitations as the property owner may establish.

Section 2.08. Expanded Partnerships with Nonprofit Organizations and Private Property Owners.

The City Council recognizes that restoring Burlington's public spaces requires meaningful collaboration with businesses, nonprofit organizations, faith communities, and other private property owners whose properties directly influence the experience of surrounding neighborhoods.

Accordingly, the City Council asks the Mayor to develop and make publicly available for private property owners educational materials on:

A. Procedures for issuing notices against trespass as authorized by law;

B. Crime prevention and environmental design strategies;

C. Details on the extent to which private property owners can be held criminally or civilly liable for unlawful or other wrongful conduct permitted to continue on their premises;

D. Other available tools to assist property owners in responding to unlawful activity while promoting safe, welcoming, and well-maintained properties.

The City Council further asks the Mayor to engage with nonprofit organizations that provide services to individuals experiencing homelessness, substance use disorder, mental health challenges, or other vulnerabilities, and to relay the City's request that such organizations adopt reasonable expectations for respectful and lawful behavior on the organization's property and within adjacent public rights-of-way and public spaces immediately surrounding the organization's facilities, including expectations designed to discourage conduct that creates public safety risks, interferes with the use and enjoyment of neighboring properties and public spaces, or otherwise adversely affects the surrounding community. The City encourages nonprofit organizations to communicate these expectations in a manner that preserves the dignity of those receiving services while reinforcing shared responsibility for maintaining safe, welcoming, and accessible neighborhoods.

Section 2.09. Public Space Performance Standards.

Within sixty (60) days following adoption of this Resolution, the City Council requests that the Mayor collaborate with the City Council's Public Safety and Parks, Arts & Culture Committees to adopt measurable

performance standards for evaluating the condition of Burlington's public spaces, which shall be publicly posted on the City's Data Hub.

The standards shall include objective performance measures relating to, as appropriate:

A. Public safety conditions, including but not limited to the number of incidents, offenses, and arrests in public spaces;

B. Quality-of-life complaints, including but not limited to SeeClickFix reports on cleanliness and sanitation, and graffiti response;

C. Public space activation and programming;

D. Visitor and resident use of public spaces; and

E. Such additional performance measures as the Administration determines appropriate to enable the City Council and the public to evaluate progress over time.

ARTICLE III

Sustainable Intervention and Regional Responsibility

Section 3.01. Statement of Intent.

The purpose of this Article is to establish a sustainable framework for responding to homelessness, substance use disorder, and behavioral health challenges. The City Council reaffirms Burlington's longstanding commitment to ensuring that individuals experiencing crisis are afforded meaningful opportunities to obtain shelter, treatment, recovery services, and permanent housing while recognizing that emergency interventions must ultimately lead to greater stability, independence, and improved health outcomes.

The City Council further recognizes that compassion requires meaningful intervention, measurable results, and shared regional responsibility. Emergency measures are intended to stabilize individuals and connect them to long-term solutions and should not become permanent substitutes for housing, treatment, recovery, or personal stability.

Section 3.02. Establishing Service Capacity.

Within sixty (60) days following adoption of this Resolution, the City Council requests that the Mayor convene representatives of organizations providing emergency shelter, affordable housing, behavioral health services, substance use treatment, healthcare, emergency response, outreach, and other appropriate public and

private partners to evaluate Burlington's sustainable capacity to responsibly provide emergency shelter, sanctioned camping, outreach, treatment, recovery services, and related supports. To the extent the City is already convening a group that includes the above-referenced stakeholders, the Administration may expand the scope of that group's work to include developing the assessment called for in this Section.

The assessment shall evaluate available staffing, financial resources, healthcare capacity, emergency response capability, housing availability, case management, sanitation, public safety impacts, fiscal sustainability, and such other operational considerations as may be appropriate.

Based upon that assessment, the City Council requests that the Mayor recommend the maximum number of individuals that Burlington can sustainably and humanely serve at any given time through the coordinated provision of emergency shelter, sanctioned camping, outreach, treatment, recovery services, and related supports. The recommendation shall identify the methodology and assumptions used to establish that number and shall include objective indicators by which the City may determine when Burlington has reached or exceeded its sustainable service capacity.

The Mayor may periodically review the recommended sustainable service capacity and recommend revisions to the City Council as conditions, available resources, or regional participation materially change.

Section 3.03. Regional Responsibility.

The City Council affirms that homelessness, substance use disorder, and behavioral health challenges are regional and statewide challenges requiring regional and statewide solutions.

The City Council further finds that current conditions strongly indicate that Burlington is providing services beyond what can be sustainably supported by its existing housing, shelter, behavioral health, public safety, and municipal resources. While the assessment required by Section 3.02 will establish a recommended sustainable service capacity, the City Council finds that immediate action to promote greater regional responsibility should not await completion of that assessment.

Burlington will continue to lead with compassion. Leadership, however, does not require Burlington to serve as the exclusive or primary provider of services for individuals from throughout Vermont.

The City Council requests that the Administration implement equitable policies and procedures to ensure that, when Burlington has reached or exceeded its sustainable service capacity, individuals seeking services are connected with available housing, shelter, treatment, recovery, behavioral health, and other supportive services in other communities, including through transportation assistance where appropriate. The City shall

actively work with the State of Vermont, neighboring municipalities, healthcare providers, housing organizations, and regional service providers to expand service capacity throughout the region so that responsibility for serving vulnerable individuals is shared more equitably.

Section 3.04. Expanded Temporary Emergency Shelter Space and Sanctioned Camping.

Within ninety (90) days following adoption of this Resolution, the City Council requests that the Administration designate one or more locations for expanded temporary emergency shelter space or sanctioned camping to be utilized only when necessary to supplement available capacity at established emergency shelters.

Any expanded temporary emergency shelter space or sanctioned camping location shall be subject to approval by the City Council and generally situated outside Burlington's downtown core, waterfront, shared-use path network, and heavily utilized public parks and shall be selected with due consideration for surrounding neighborhoods, public infrastructure, environmental impacts, and the availability of supportive services. To best serve individuals able to utilize this location or locations, efforts will be made to designate locations with access to drinking water, toilets, shower facilities and handwashing stations, laundry, electricity, and dumpsters. To that end, the City Council acknowledges that while temporary emergency shelter space is preferable to sanctioned camping, neither should be considered a permanent housing solution and should be utilized only for the duration necessary to transition individuals to more appropriate placements.

Prior to approving any designated locations under this Section, the City Council will expect that the location will adopt and enforce operational standards governing admission, sanitation, security, storage of belongings, code of conduct, outreach, behavioral health services, treatment referrals, housing navigation, transportation, case management, and ongoing program evaluation.

The City Council asks that the Administration establish measurable performance standards for any expanded temporary emergency shelter space or sanctioned camping and shall publish the resulting performance data in a publicly accessible format on the City's website no less frequently than monthly. At a minimum, the publicly reported data shall include:

A. The number of individuals served during the reporting period and cumulatively;

B. The average daily occupancy and utilization rate;

- 350 C. The number and percentage of participants successfully transitioned to emergency shelter,
351 treatment, recovery programs, permanent supportive housing, permanent housing, or other stable
352 housing placements;
- 353 D. The average length of stay for participants;
- 354 E. The number of emergency service responses to a location; and
- 355 F. Such additional performance measures as the Administration determines are appropriate to evaluate
356 whether a location is functioning as a temporary intervention that promotes health, safety, and
357 successful transitions to more appropriate placements.

358

359 **Section 3.05. Unauthorized Encampments.**

360 The City Council finds that unauthorized encampments located in areas where camping is specifically
361 prohibited are inconsistent with the policies established by this Resolution.

362 Consistent with applicable legal requirements, the City Council requests that the Administration act
363 more promptly upon discovery of a prohibited encampment, generally within twenty-four (24) hours, to
364 provide notice of a specified date on which the encampment will face ticketing, no trespass orders, other legal
365 action, and removal of any remaining items. This date should be as soon as reasonably practicable following
366 the provision of notice, allowing sufficient time for affected individuals to make alternative arrangements
367 while protecting public health, public safety, environmental resources, and the public's continued use and
368 enjoyment of Burlington's public spaces.

369 In accordance with City policy regarding sheltering on public lands, encampments noticed for removal
370 will be provided contact information from local social service organizations serving unsheltered residents, the
371 State of Vermont's Coordinated Entry Screening Form with instructions, information on other available
372 community resources, information on the officials responsible for an encampment that is not removed, and
373 details on where any collected personal property will be stored.

374 For the purposes of this Article, the City Council notes that Section 22-7 of the Burlington Code of
375 Ordinances provides that "[i]t shall be unlawful for any person to camp in any public park in the city." Section
376 22-1 enumerates the City's parks and Section 22-23 further provides that "the land known as Urban Reserve
377 ... shall be considered a city park subject to this chapter."

378 To the extent the City does not have sufficient staffing capacity to comply with this Section, the City
379 Council asks that the Mayor's Administration act within sixty (60) days following enactment of this

Resolution to present recommendations to the Council detailing how it will promptly increase the number of personnel authorized and trained to provide notices of removal and conduct associated outreach. The recommendations shall identify the staffing, organizational changes, funding, and implementation timeline necessary to ensure that notices of removal are issued consistently throughout the City.

The City Council requests that the Administration establish measurable performance standards governing the City's response to prohibited encampments and shall publish the resulting performance data in a publicly accessible format on the City's website no less frequently than monthly. At a minimum, the publicly reported data shall include:

- A. The number of prohibited encampments identified during the reporting period;
- B. The average time between identification of a prohibited encampment and issuance of a notice of removal;
- C. The average time between issuance of notice and removal of the encampment;
- D. The number and percentage of individuals contacted who accepted referrals or were successfully connected to shelter, a sanctioned camping location, coordinated entry, behavioral health services, treatment, recovery services, or other supportive services prior to or following removal of the encampment; and
- E. Such additional performance measures as the Administration determines are appropriate to evaluate the effectiveness of the City's outreach and enforcement efforts.

Section 3.06. Accountability and Enforcement.

The City Council reaffirms that every individual is entitled to dignity, due process, and meaningful opportunities to obtain treatment, recovery services, shelter, and supportive services. The City further reaffirms its commitment to prevention, treatment, recovery, and other evidence-based public health interventions.

The City Council rejects the notion that enforcing our laws and ordinances in response to unlawful conduct is an uncaring or unempathetic act, or that tolerance of unlawful conduct is itself an act of compassion. Effective public policy requires meaningful opportunities for treatment and recovery together with consistent enforcement of criminal laws that protect the public and preserve Burlington's shared public spaces.

Accordingly, the City Council declares that Burlington will not tolerate drug trafficking, the unlawful open use of controlled substances, retail theft and other property crimes that frequently support substance use disorder, or other criminal conduct that threatens public safety or unreasonably interferes with the public's use and enjoyment of shared public spaces.

The City Council further declares that enforcement of these laws shall remain a priority of the City. The Council supports proactive investigation, lawful detention where appropriate, arrest when supported by the facts and authorized by law, and referral for prosecution of individuals engaged in such criminal activity. Nothing in this Resolution shall be construed to discourage law enforcement officers from taking appropriate enforcement action authorized by law in response to these offenses.

The City shall continue pursuing treatment and recovery for those willing to accept assistance while supporting the investigation, arrest where authorized by law, prosecution, and appropriate punishment of individuals whose criminal conduct perpetuates addiction, victimizes residents and businesses, or undermines the safety and vitality of Burlington's public spaces.

Furthermore, the City Council notes that both the Situation Table and City Circle initiatives were implemented to improve outcomes for individuals at elevated risk of involvement with the criminal justice system, behavioral health crises, substance use, and homelessness, including by reducing emergency department utilization, overdoses, and other preventable harms, while also providing a more immediate and consistent system of accountability for individuals who repeatedly violate municipal ordinances.

The City Council is particularly concerned that the City Circle initiative, which was previously identified by the Mayor's Administration as a key component of Burlington's strategy to improve public safety and accountability, appears to have been substantially curtailed or discontinued. The Council further understands that this change may have been attributable, in whole or in part, to reductions in available funding, and seeks clarification regarding the status of the initiative, the reasons for any changes in its implementation, and whether alternative funding sources or program models have been considered. The Council is also concerned that, to its knowledge, the accountability mechanisms contemplated by the City Circle model, including prosecution or other consequences for participants who failed to comply with restorative justice requirements, have not been meaningfully utilized, and requests information sufficient to evaluate whether the program has operated as originally intended.

Within thirty (30) days of the adoption of this Resolution, the City Council's Public Safety Committee shall prepare and deliver a list of questions to the Mayor's Administration, the City Attorney's Office, and the

Community Justice Center, the responses to which shall provide the Council with a comprehensive update regarding the Situation Table and City Circle initiatives, including, at a minimum: (i) the current operational status of each initiative; (ii) participation levels and measurable outcomes for individuals served; (iii) data concerning compliance with restorative justice requirements and any enforcement or prosecutorial actions taken in response to noncompliance, to the extent permitted by law; (iv) the funding sources supporting each initiative, including any reductions or anticipated funding gaps; and (v) recommendations for the continuation, modification, expansion, or replacement of these initiatives based on their first year of implementation.

Section 3.07. Request for Ongoing Assistance from State Public Safety Personnel

Recognizing Burlington's ongoing public safety resource challenges, the City Council calls upon the Vermont State Police to continue partnering with the Burlington Police Department by providing supplemental law enforcement resources in and around the City's downtown and other locations where additional law enforcement presence is necessary to protect public safety, address criminal activity, and restore public confidence in Burlington's public spaces.

Separately, the City Council calls upon the Vermont Department of Motor Vehicles Enforcement Division to expand traffic enforcement efforts within the City of Burlington's principal transportation corridors, including the new Champlain Parkway, where speeding, reckless driving, excessive engine noise, and other traffic violations have become persistent public safety and quality-of-life concerns.

The City Council affirms that, to the fullest extent permitted by applicable law, it welcomes and consents to the enforcement of both the laws of the State of Vermont and the ordinances of the City of Burlington by duly authorized State law enforcement officers operating within the City, consistent with their statutory authority and any applicable intergovernmental agreements governing such enforcement.

ARTICLE IV

Public Health Policy and Permitted Uses

Section 4.01. Statement of Intent.

The purpose of this Article is to establish the City's policy regarding the implementation of significant public health initiatives, to reaffirm the City Council's legislative role in establishing zoning policy, and to strengthen

collaboration between the City of Burlington and the State of Vermont in addressing public safety, behavioral health, and substance use challenges.

Section 4.02. Public Health Policy and Zoning.

The City Council continues to support evidence-based public health initiatives that improve individual and community health while recognizing that the location, operation, and long-term impacts of significant public health services should be considered through transparent public processes consistent with the City's Comprehensive Development Ordinance and adopted zoning policy.

The City Council finds that significant public health services with substantial neighborhood impacts should not be established through administrative interpretation where doing so effectively creates a new principal use not expressly identified within the Comprehensive Development Ordinance.

Section 4.03. Overdose Prevention Centers.

The City Council finds that overdose prevention centers are not presently identified as expressly permitted principal uses within the Comprehensive Development Ordinance.

Accordingly, the City Council declares that any proposal to authorize overdose prevention centers within the City of Burlington should proceed only through amendment of the Comprehensive Development Ordinance following public notice, public hearing, and legislative action by the City Council.

The City Council further declares that, should such an amendment be proposed, overdose prevention centers should not be permitted within Burlington's Downtown Improvement District, as defined by the City's Charter.

Section 4.04. Syringe Service Programs.

The City Council finds that syringe service programs are a valuable public health strategy but are not presently identified as expressly permitted principal uses within the Comprehensive Development Ordinance and should not be deemed to constitute any currently permitted principal use absent express legislative authorization.

Accordingly, the City Council declares that any proposal to authorize syringe service programs as a principal use should proceed only through amendment of the Comprehensive Development Ordinance through the City's legislative zoning amendment process.

The City Council further declares that while syringe service programs should continue to be supported in Burlington, they should not be permitted within Burlington's Downtown Improvement District. The City Council opposes the continued operation or establishment of syringe service programs within Burlington's downtown core and calls upon the Vermont Department of Health to work collaboratively with the City and local operating partners to identify an alternative location that better advances public health objectives while supporting the restoration and preservation of Burlington's public spaces.

The City Council further calls upon the Vermont Department of Health to consult and collaborate with the City before establishing, relocating, or materially expanding significant public health services within Burlington so that public health objectives, zoning policy, neighborhood compatibility, and impacts upon public spaces may all be appropriately considered. The Mayor's Administration shall promptly notify the City Council upon learning of State-sanctioned efforts to expand public health services within Burlington.

Additionally, within sixty (60) days following enactment of this Resolution, the City Council's Community Development & Neighbor Revitalization Committee shall begin meeting to develop a resolution that reaffirms, revises, or develops new recommendations from its previously developed report on syringe litter that will further the goals of this Section.

The City Council affirms that the positions taken in this Article regarding an Overdose Prevention Center or Syringe Service Programs are in alignment with Burlington's current comprehensive municipal plan, which acknowledges the difficulties associated with the proximity of drug trafficking and use to those in recovery, and provides in pertinent part that:

[H]igh concentration of social service providers can become easily unmanageable if all stakeholders are not working together, keeping an eye on some of the larger interactions and their implications. For example, the downtown is arguably not the best environment for people recovering from alcohol and drug addiction. The presence of active drug dealing and the highest concentration of drinking establishments in the state create serious challenges for those in recovery.

ARTICLE V

Implementation, Accountability, State Partnership, and Continuing Oversight

Section 5.01. Statement of Intent.

The purpose of this Article is to ensure that the policies established by this Resolution are translated into coordinated action through measurable implementation, public accountability, regular reporting, and continuing oversight by the City Council.

Section 5.02. Partnership with the State of Vermont.

The City Council appreciates the Governor's most recent efforts to support Burlington with additional public safety resources and calls upon the Governor to establish a sustained partnership with the City of Burlington to continue addressing the unique public safety, behavioral health, homelessness, and substance use challenges confronting Vermont's largest municipality.

The City Council requests that the Mayor invite representatives of the Governor's Office and appropriate State agencies to meet annually with the Administration, City Council, State legislators, and other regional leaders to evaluate regional progress, identify barriers to collaboration, and recommend additional actions to strengthen the partnership between the City of Burlington, surrounding communities, and the State of Vermont.

The City Council specifically refers back to the requests included in its August 2025 resolution on City Hall Park and its asks for the following specific actions by the State of Vermont and Governor to support Burlington in addressing chronic safety and health challenges: (1) Convene a county-wide committee of local, county and state law enforcement agencies to develop a coordinated response to drug trafficking and related crimes; (2) Convene youth service providers, schools, and staff from the Agency of Human Services to specifically examine trends among juveniles engaged in violence, drugs, and gun possession to identify strategies to interrupt these trends for at-risk juveniles; and (3) Convene a public health strategy discussion between members of the Department of Health and Department of Mental Health to examine how to remove barriers to treatment and address limited capacity to existing drug treatment centers to support people living with substance use disorder finding easier pathways to treatment and recovery.

The City Council further recognizes the substantial progress achieved through the Chittenden County Accountability Docket, which demonstrated that dedicated judicial resources could promote more timely case resolution, meaningful accountability, improved access to treatment and services, and greater confidence in the administration of justice for harm done to our communities. Accordingly, the City Council requests that the Governor, in coordination with the Chief Justice of the Vermont Supreme Court and other appropriate State officials, continue and, as appropriate, institutionalize this model in Chittenden County by supporting the

continued assignment of a dedicated judge, prosecutor, public defender, and necessary court personnel and resources to ensure the prompt adjudication of cases involving repeat offenders and individuals with multiple pending criminal matters.

Section 5.03. Legislative Partnership with the Vermont General Assembly.

The City Council calls upon the members of the Chittenden County Senate and House delegations, together with members of the Vermont General Assembly representing communities throughout the State, to support the enactment and strengthening of laws that advance the purposes of this Resolution.

The City Council further calls upon the General Assembly to work collaboratively with municipalities, public safety agencies, healthcare providers, service organizations, and other stakeholders to enact legislation that:

- A. Strengthens public safety while protecting individual rights;
- B. Expands access to and investment in behavioral health, substance use treatment, recovery services, and permanent supportive housing throughout Vermont;
- C. Promotes equitable regional responsibility for addressing homelessness and behavioral health challenges;
- D. Provides municipalities with appropriate legal authority and resources to restore and preserve public spaces;
- E. Supports timely intervention for individuals experiencing behavioral health crises or substance use disorder;
- F. Improves coordination among State agencies and municipalities; and
- G. Otherwise advances the purposes of this Resolution.

The City Council further directs the Mayor and the City's legislative representatives to advocate for legislation consistent with these principles and to report to the City Council regarding significant legislative developments affecting implementation of this Resolution.

Section 5.04. Continuing Commitment.

The City Council adopts this Resolution not merely as a response to current conditions, but as a continuing statement of municipal policy intended to guide future legislative decisions, strengthen public confidence in local government, and restore and preserve Burlington's public spaces for future generations.

586 The City Council believes that the strength of a community is measured not only by how it responds to those
587 in crisis, but also by how faithfully it preserves the public spaces that belong to everyone. Through this
588 Resolution, Burlington recommits itself to both responsibilities and affirms that they are inseparable from one
589 another.

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BT/Resolutions 2026/*Burlington Forward: A Comprehensive Framework for Safe Public Spaces and a Stronger Community*
7/30/26